

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 147			
2. CONTRACT NO.		3. SOLICITATION NO. W9124J23R0003		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 18 Apr 2023		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY MICC - FSH ATTN: MICC - FSH 2205 INFANTRY POST RD 210-466-2145 FORT SAM HOUSTON TX 78234-1361 CODE W9124J TEL: 210-466-2145 (DSN 450) FAX: 210-466-2183				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>0</u> 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 <u>12:00 PM</u> local time <u>22 May 2023</u> (Hour) (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 COLLEEN M RYE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 2104662205			C. E-MAIL ADDRESS colleen.m.rye.civ@mail.mil				
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)											
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 NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
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			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						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.

Section B - Supplies or Services and Prices

SPECIAL INSTRUCTIONS FOR SEC B

1. Offerors shall utilize Addendum B-1 Pricing Matrix to determine the amounts for the CLINs in this section.
2. Any reference to “Estimated Cost” shall be read as the “Maximum” amount proposed by the offeror for this CLIN In Accordance With Section L, subsection (8) paragraph (5) related to the Not To Exceed amounts. The fully awarded contract will **not** include “estimated” costs.
3. This contract will not have Option Years. There will be a five-year ordering period but the Government may not need all five years to complete the work.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Program Management Costs FFP The contractor shall use this CLIN for the purpose of invoicing all known fixed costs associated with the performance of the PWS. PWS 5.3.12 & PWS 5.4. FOB: Destination PSC CD: H399	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Primary Housing Inspections (CONUS) FFP he contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government- Controlled/Owned Family, and Leased Housing IAW PWS 5.0 through 5.3.2.1. FOB: Destination PSC CD: H399	27,435	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Facility Condition Assessment (CONUS) FFP The contractor shall perform a Facility Condition Assessment (FCA) Building Condition Index (BCI) is a requirement under this contract. This FCA-BCI will provide the Army with for the ability to evaluate and benchmark up to 15% of the housing at specific privatized installations where the Army has concerns about future investment. PWS 5.3.3 FOB: Destination PSC CD: H399	4,842	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Primary Housing Inspections (OCONUS) FFP The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government- Controlled/Owned Family, and Leased Housing IAW PWS 5.0 through 5.3.2.1, 5.3.4 through 5.4. FOB: Destination PSC CD: H399		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Facility Condition Assessment (OCONUS) FFP The contractor shall perform a Facility Condition Assessment (FCA) Building Condition Index (BCI) is a requirement under this contract. This FCA-BCI will provide the Army with for the ability to evaluate and benchmark up to 15% of the housing at specific privatized installations where the Army has concerns about future investment. IAW PWS 5.3.3 FOB: Destination PSC CD: H399		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>Travel/ODC</p> <p>COST</p> <p>Travel costs shall be subject to the limitations contained in FAR 31.205-46 and only as authorized by the Contracting Officer Representative prior to execution. IAW PWS 1.4.1.1; The Army requires an inspection of 100% of the Privatized, Government-Controlled/Owned and Government-Controlled military housing. The portfolio includes government-leased housing inside and outside the United States. Housing inventory and locations are detailed in Exhibit A. All travel costs may include applicable burdens but shall not include fee. No labor, material, or ODC costs shall be charged under this CLIN. The total cost of this CLIN is a Not-To-Exceed Cost IAW PWS 1.4.1.1</p> <p>FOB: Destination</p> <p>PSC CD: H399</p>	1	Job		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>ODCs related to OCONUS labor</p> <p>COST</p> <p>OCONUS related other costs such as Defense Base Act (DBA) Insurance coverage, Licenses, or other costs associated with the deployment of the offerors personnel shall be billed to the COST CLIN. No direct labor, travel, or material costs shall be charged under this CLIN. The total cost of this CLIN is a "Not-To-Exceed" Cost. The period of performance for this CLIN is 1-12 months. The Contracting Officer may exercise this option by written notice to the Contractor no later than one (1) day prior to exercise of this option. IAW PWS 5.0</p> <p>FOB: Destination</p> <p>PSC CD: H399</p>	1	Job		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Service Contractor Reporting FFP The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. PWS 5.3.13 FOB: Destination PSC CD: H399	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Program Management Costs FFP The contractor shall use this CLIN for the purpose of invoicing all known fixed costs associated with the performance of the PWS. PWS 5.3.12 & PWS 5.4. FOB: Destination PSC CD: H399	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Primary Housing Inspections (CONUS) FFP he contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government- Controlled/Owned Family, and Leased Housing IAW PWS 5.0 through 5.3.2.1, 5.3.4 through 5.4.4 FOB: Destination PSC CD: H399	29,274	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Facility Condition Assessment (CONUS) FFP The contractor shall perform a Facility Condition Assessment (FCA) Building Condition Index (BCI) is a requirement under this contract. This FCA-BCI will provide the Army with for the ability to evaluate and benchmark up to 15% of the housing at specific privatized installations where the Army has concerns about future investment. PWS 5.3.3 FOB: Destination PSC CD: H399	5,167	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Primary Housing Inspections (OCONUS) FFP The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government- Controlled/Owned Family, and Leased Housing IAW PWS 5.0 through 5.3.2.1, 5.3.4 through 5.4 FOB: Destination PSC CD: H399		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	Facility Condition Assessment (OCONUS) FFP The contractor shall perform a Facility Condition Assessment (FCA) Building Condition Index (BCI) is a requirement under this contract. This FCA-BCI will provide the Army with for the ability to evaluate and benchmark up to 15% of the housing at specific privatized installations where the Army has concerns about future investment. IAW PWS 5.3.3 FOB: Destination PSC CD: H399		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	Travel/ODC COST Travel costs shall be subject to the limitations contained in FAR 31.205-46 and only as authorized by the Contracting Officer Representative prior to execution. IAW PWS 1.4.1.1; The Army requires an inspection of 100% of the Privatized, Government-Controlled/Owned and Government-Controlled military housing. The portfolio includes government-leased housing inside and outside the United States. Housing inventory and locations are detailed in Exhibit A. All travel costs may include applicable burdens but shall not include fee. No labor, material, or ODC costs shall be charged under this CLIN. The total cost of this CLIN is a Not-To-Exceed Cost IAW PWS 1.4.1.1 FOB: Destination PSC CD: H399	1	Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	ODCs related to OCONUS labor COST OCONUS related other costs such as Defense Base Act (DBA) Insurance coverage, Licenses, or other costs associated with the deployment of the offerors personnel shall be billed to the COST CLIN. No direct labor, travel, or material costs shall be charged under this CLIN. The total cost of this CLIN is a "Not-To-Exceed" Cost. The period of performance for this CLIN is 13-24 months. The Contracting Officer may exercise this option by written notice to the Contractor no later than one (1) day prior to exercise of this option. IAW PWS 5.0 FOB: Destination PSC CD: H399	1	Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Service Contractor Reporting FFP The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. IAW PWS 5.3.13 FOB: Destination PSC CD: H399	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Program Management Costs FFP The contractor shall use this CLIN for the purpose of invoicing all known fixed costs associated with the performance of the PWS. PWS 5.3.12 & PWS 5.4. FOB: Destination PSC CD: H399	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Primary Housing Inspections (CONUS) FFP he contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government- Controlled/Owned Family, and Leased Housing IAW PWS 5.0 through 5.3.2.1, 5.3.4 through 5.4.4 FOB: Destination PSC CD: H399	17,429	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Facility Condition Assessment (CONUS) FFP The contractor shall perform a Facility Condition Assessment (FCA) Building Condition Index (BCI) is a requirement under this contract. This FCA-BCI will provide the Army with for the ability to evaluate and benchmark up to 15% of the housing at specific privatized installations where the Army has concerns about future investment. PWS 5.3.3 FOB: Destination PSC CD: H399	3,076	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Primary Housing Inspections (OCONUS) FFP The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government- Controlled/Owned Family, and Leased Housing IAW PWS 5.0 through 5.3.2.1, 5.3.4 through 5.4. FOB: Destination PSC CD: H399		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	Facility Condition Assessment (OCONUS) FFP The contractor shall perform a Facility Condition Assessment (FCA) Building Condition Index (BCI) is a requirement under this contract. This FCA-BCI will provide the Army with for the ability to evaluate and benchmark up to 15% of the housing at specific privatized installations where the Army has concerns about future investment. IAW PWS 5.3.3 FOB: Destination PSC CD: H399		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	Travel/ODC COST Travel costs shall be subject to the limitations contained in FAR 31.205-46 and only as authorized by the Contracting Officer Representative prior to execution. IAW PWS 1.4.1.1; The Army requires an inspection of 100% of the Privatized, Government-Controlled/Owned and Government-Controlled military housing. The portfolio includes government-leased housing inside and outside the United States. Housing inventory and locations are detailed in Exhibit A. All travel costs may include applicable burdens but shall not include fee. No labor, material, or ODC costs shall be charged under this CLIN. The total cost of this CLIN is a Not-To-Exceed Cost IAW PWS 1.4.1.1 FOB: Destination PSC CD: H399	1	Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	ODCs related to OCONUS labor COST OCONUS related other costs such as Defense Base Act (DBA) Insurance coverage, Licenses, or other costs associated with the deployment of the offerors personnel shall be billed to the COST CLIN. No direct labor, travel, or material costs shall be charged under this CLIN. The total cost of this CLIN is a "Not-To-Exceed" Cost. The period of performance for this CLIN is 25-36 months. The Contracting Officer may exercise this option by written notice to the Contractor no later than one (1) day prior to exercise of this option. IAW PWS 5.0 FOB: Destination PSC CD: H399	1	Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Service Contractor Reporting FFP The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. IAW PWS 5.3.13 FOB: Destination PSC CD: H399	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Program Management Costs FFP The contractor shall use this CLIN for the purpose of invoicing all known fixed costs associated with the performance of the PWS. PWS 5.3.12 & PWS 5.4. FOB: Destination PSC CD: H399	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Primary Housing Inspections (CONUS) FFP he contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government- Controlled/Owned Family, and Leased Housing IAW PWS 5.0 through 5.3.2.1, 5.3.4 through 5.4.4 FOB: Destination PSC CD: H399	533	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	Facility Condition Assessment (CONUS) FFP The contractor shall perform a Facility Condition Assessment (FCA) Building Condition Index (BCI) is a requirement under this contract. This FCA-BCI will provide the Army with for the ability to evaluate and benchmark up to 15% of the housing at specific privatized installations where the Army has concerns about future investment. PWS 5.3.3 FOB: Destination PSC CD: H399	95	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Primary Housing Inspections (OCONUS) FFP The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government- Controlled/Owned Family, and Leased Housing IAW PWS 5.0 through 5.3.2.1, 5.3.4 through 5.4 FOB: Destination PSC CD: H399		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	Facility Condition Assessment (OCONUS) FFP The contractor shall perform a Facility Condition Assessment (FCA) Building Condition Index (BCI) is a requirement under this contract. This FCA-BCI will provide the Army with for the ability to evaluate and benchmark up to 15% of the housing at specific privatized installations where the Army has concerns about future investment. IAW PWS 5.3.3 FOB: Destination PSC CD: H399		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	Travel/ODC COST Travel costs shall be subject to the limitations contained in FAR 31.205-46 and only as authorized by the Contracting Officer Representative prior to execution. IAW PWS 1.4.1.1; The Army requires an inspection of 100% of the Privatized, Government-Controlled/Owned and Government-Controlled military housing. The portfolio includes government-leased housing inside and outside the United States. Housing inventory and locations are detailed in Exhibit A. All travel costs may include applicable burdens but shall not include fee. No labor, material, or ODC costs shall be charged under this CLIN. The total cost of this CLIN is a Not-To-Exceed Cost IAW PWS 1.4.1.1 FOB: Destination PSC CD: H399	1	Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007	ODCs related to OCONUS labor COST OCONUS related other costs such as Defense Base Act (DBA) Insurance coverage, Licenses, or other costs associated with the deployment of the offerors personnel shall be billed to the COST CLIN. No direct labor, travel, or material costs shall be charged under this CLIN. The total cost of this CLIN is a "Not-To-Exceed" Cost. The period of performance for this CLIN is 37-48 months. The Contracting Officer may exercise this option by written notice to the Contractor no later than one (1) day prior to exercise of this option. IAW PWS 5.0 FOB: Destination PSC CD: H399	1	Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Service Contractor Reporting FFP The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. IAW PWS 5.3.13 FOB: Destination PSC CD: H399	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Program Management Costs FFP The contractor shall use this CLIN for the purpose of invoicing all known fixed costs associated with the performance of the PWS. PWS 5.3.12 & PWS 5.4. FOB: Destination PSC CD: H399	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Primary Housing Inspections (CONUS) FFP he contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government- Controlled/Owned Family, and Leased Housing IAW PWS 5.0 through 5.3.2.1, 5.3.4 through 5.4.4 FOB: Destination PSC CD: H399		Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Facility Condition Assessment (CONUS) FFP The contractor shall perform a Facility Condition Assessment (FCA) Building Condition Index (BCI) is a requirement under this contract. This FCA-BCI will provide the Army with for the ability to evaluate and benchmark up to 15% of the housing at specific privatized installations where the Army has concerns about future investment. PWS 5.3.3 FOB: Destination PSC CD: H399	95	Each		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Primary Housing Inspections (OCONUS) FFP The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government- Controlled/Owned Family, and Leased Housing IAW PWS 5.0 through 5.3.2.1, 5.3.4 through 5.4. FOB: Destination PSC CD: H399	8,029	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	Facility Condition Assessment (OCONUS) FFP The contractor shall perform a Facility Condition Assessment (FCA) Building Condition Index (BCI) is a requirement under this contract. This FCA-BCI will provide the Army with for the ability to evaluate and benchmark up to 15% of the housing at specific privatized installations where the Army has concerns about future investment. IAW PWS 5.3.3 FOB: Destination PSC CD: H399	1,419	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	Travel/ODC COST Travel costs shall be subject to the limitations contained in FAR 31.205-46 and only as authorized by the Contracting Officer Representative prior to execution. IAW PWS 1.4.1.1; The Army requires an inspection of 100% of the Privatized, Government-Controlled/Owned and Government-Controlled military housing. The portfolio includes government-leased housing inside and outside the United States. Housing inventory and locations are detailed in Exhibit A. All travel costs may include applicable burdens but shall not include fee. No labor, material, or ODC costs shall be charged under this CLIN. The total cost of this CLIN is a Not-To-Exceed Cost IAW PWS 1.4.1.1 FOB: Destination PSC CD: H399	1	Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	ODCs related to OCONUS labor COST OCONUS related other costs such as Defense Base Act (DBA) Insurance coverage, Licenses, or other costs associated with the deployment of the offerors personnel shall be billed to the COST CLIN. No direct labor, travel, or material costs shall be charged under this CLIN. The total cost of this CLIN is a "Not-To-Exceed" Cost. The period of performance for this CLIN is 49-60 months. The Contracting Officer may exercise this option by written notice to the Contractor no later than one (1) day prior to exercise of this option. IAW PWS 5.0 FOB: Destination PSC CD: H399	1	Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Service Contractor Reporting FFP The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. IAW PWS 5.3.13 FOB: Destination PSC CD: H399	1	Job		

NET AMT

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT (PWS)
ARMY PRIVATIZED HOUSING INSPECTION SERVICES CONTRACT**

Part 1

General Information

1. General: This is a non-personal services contract to provide Army Privatized and Government-Owned Military Housing Inspection Services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn, is responsible to the Government.

1.1. Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Privatized Family Housing, Privatized Unaccompanied Housing, Government-Controlled/Owned Family, and Leased Housing as defined in this PWS except for those items specified as Government-furnished property and services. The contractor shall perform to the standards in this contract.

1.2. Background: The Army's portfolio includes Privatized Family Housing, Privatized Unaccompanied Housing, Government-Controlled/Owned Family, and Leased Housing located both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). The Army seeks to improve the quality of life for residents (i.e. Soldiers, Family members and other tenants) through the use of private sector resources, market-based incentives, and Government resources to support the Government-owned and leased inventory. The Army Housing Residential Communities Initiative (RCI) is an innovative program developed and managed under the oversight and direction of the Office of the Assistant Secretary of The Army (Installations, Energy, and Environment) (OASA (IE&E)) on behalf of the Secretary of the Army. The Government-owned family and leasing housing programs are funded and managed by the Office of the Deputy Chief of Staff G-9.

1.2.1. The services included in this contract are required in accordance with the National Defense Authorization Act (NDAA) of Fiscal Year 2021. The NDAA, Section 2818(b) of 10 USC 2871, expanded the code of basic standards for privatized military housing and hazard and habitability inspection and assessment requirement to Government-Owned and Government-Controlled military family housing. The Army's position in Government-controlled includes Government-leased housing inside and outside the United States (CONUS and OCONUS). The NDAA expanded the housing inspection and assessment plan to include Government-owned and controlled military family housing located inside and outside of the United States and directs commencement of inspections and assessments of such housing immediately. Inspections are needed to identify issues and ensure compliance with the applicable housing codes. Inspections shall be performed by qualified home inspector, as defined in paragraph 5.2.

1.2.2. The inspections will be based on applicable standards in the 2021 International Property Maintenance code. Additionally, the contractor will review current United States Army Garrison (USAG) Housing Inspection requirements and incorporate applicable standards in their inspections. The privatized housing units are owned by the RCI companies and the Government housing is owned by the Army. The contractor shall coordinate with the applicable USAG Housing Manager, Government representative, and the RCI company to facilitate accessibility to 100% of the housing inventory.

1.3. Objectives: The contractor shall conduct 100% physical home inspections at the locations identified in PWS Attachment 2. The contractor shall provide services that meet or exceed the specifications identified and included in this contract and written assessment reports detailing the findings of each inspection performed at each Privatized or Government-controlled/owned location. All inspection personnel shall be trained, qualified, and experienced in the inspection and assessment of a variety of family dwelling facilities using national industry standard protocols.

1.4. Scope: The Army requires a contractor to conduct a thorough inspection and assessment of the structural integrity and habitability of each home within the Army's portfolio both in CONUS and OCONUS locations. The Army requires inspection of 100% of all housing units within the inventory for the following home types: single family homes, duplex, quadplex, eightplex, townhome, and multifamily. The number of homes to be inspected will be identified in each Task Order. The Army requires the home inspections to be performed by certified home inspectors.

1.4.1 The contractor shall provide all labor, material, tools, and/or equipment to perform the type of functions specified in this Performance Work Statement (PWS). The contractor is required to interface with both the Government and RCI in order to accomplish the tasks set forth in the PWS.

1.4.1.1 The contractor shall be able to coordinate travel, as needed, to conduct inspections in any of the areas annotated in Attachment 2, as applicable. The contractor may use means such as traveling a group of inspectors to a location, using organic labor in a geographic location, or possibly utilizing a subcontractor/team member's labor force to conduct the inspections. Travel arrangements should be planned in advance, if feasible, as this will help ensure costs coincide with the established travel budget. The contractor shall not charge fee for travel, only applicable burdens such as G&A and M&H shall be applied to travel costs.

1.4.1.2 The contractor shall be responsible for compliance with any and all applicable labor laws/regulations/policies in place for the locations identified in Attachment 2. This may include, but not limited to, Defense Base Act (DBA) Insurance coverage, Licenses, or other costs associated with the deployment of the offerors personnel to the locations in Attachment 2.

1.4.1.3 The contractor shall adhere to all applicable installation site entry procedures and ensure that all items such as Status of Forces Agreements (SOFA) and/or Department of Defense Office of Contract Personnel (DOCPER) processes and provisions are complied with. Additional

information can be found at <http://www.eur.army.mil/contractor/> (website). The contractor shall review and become familiar with PWS Attachment 3, USAG Foreign Clearance Guide and adhere to all requirements therein.

1.5 The Office of the Deputy Assistant Secretary of the Army, Installation, Housing and Partnerships or the DCS, G-9 Army Housing Division are the only two offices having the authority to pause and/or cancel scheduled or ongoing housing inspections at any Army installation or location. Any such order to pause and/or cancel scheduled or ongoing housing inspections will be provided via a signed modification from a warranted Contracting Officer. The contractor shall not acknowledge any change that doesn't come from a warranted Contracting Officer (i.e. the Contracting Officer's Representative (COR) or a Government Program Manager/Subject Matter Expert (PM/SME)).

1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's Quality Control Plan (QCP) is the means by which it assures that the work complies with the requirement of the contract. The QCP shall be delivered within 30 days after contract award to the Contracting Officer's Representative (COR) via electronic means. After acceptance of the quality control plan, the contractor shall receive the contracting officer's written approval prior to any proposed change to the QCP.

1.6.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government shall do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). The QASP is an internal, Government-only document and shall not be disclosed to the contractor. The QASP works harmoniously with the Performance Requirements Summary table shown further in PWS Attachment 1.

1.6.3 Recognized Holidays: No service shall be performed on U.S. holidays. The contractor shall also be cognizant of international holidays when performing OCONUS work; international holidays will be observed the same as U.S. holidays.

1.6.3.1 U.S. Holidays are:

New Year's Day
Martin Luther King (MLK) Day
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day

Columbus Day / Indigenous People's Day

Veterans' Day

Thanksgiving Day

Christmas Day

Any other holiday as implemented by executive order of the President.

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of 8:30am - 5:00pm Monday thru Friday except Federal holidays. The work schedule for OCONUS will delineated in the specific Task Orders. Inspections shall occur during these hours. If requested by the local installation housing manager, the COR may authorize alternative inspection hours to accommodate specific tenant's needs.

1.6.5 Place of Performance: The work to be performed under this contract will be identified within the specific task order but will be limited to the locations identified in Attachment 2.

1.6.6. Security Requirements: This is an unclassified contract. There are no requirements for Contractor employee to have access to classified Government information in the performance of this contract effort.

1.6.7. Personal Identity Verification (PIV).

1.6.7.1. The Contractor and its employees shall comply with PIV procedures implemented by Homeland Security Presidential Directive-12 (HSPD-12), Federal Information Processing Standards Publication (FIPS PUB) Number 201-1, Office of Management and Budget (OMB) Guidance M-05-24 and DCS, G-9.

1.6.7.2. The Contractor is required to coordinate with COR and the local installation government representative to request individual installation access for each contract employee performing inspections and assessments under this contract. The contractor will keep the COR abreast of any issues encountered with obtaining access.

1.6.7.3. In accordance with HSPD-12, OMB M-05-24 and FIPS 201-1, personnel who will be issued a Common Access Card (CAC) will be subject to receiving a favorable background investigation prior to issuance of the CAC. All other personnel who will not be receiving a CAC may be subject to a "soft" investigation prior to gaining access to the installation. This investigation may based on the person's passport, driver's license, and/or social security number. Personnel with a previous favorable background investigation completed in the last ten (10) years may be exempt from this requirement, at the discretion of the local installation security protocols. The level of investigation may vary from installation to installation. If the contractor presents personnel to conduct inspections who are prohibited from gaining access to the installation, the contractor shall immediately replace the personnel or come up with an alternative inspection schedule that still meets the demands of the specific task order.

1.6.7.3.1. As applicable, no contractor employee will commence work until appropriate Personnel Security Investigation (PSI) paperwork has been submitted to the Office of Personnel

Management (OPM) and an interim eligibility/suitability determination has been completed.

1.6.7.3.2 When contract support does not involve access to classified information and support is not provided at a secure Government facility, the Government will process the investigation request with assistance from the Government COR.

1.6.7.3.3. In addition to the submission of the required PSI, contractor employees not meeting the minimum requirements may be the subject of a National Crime Information Center (NCIC) check by DCS, G-9 Security prior to beginning work regardless of the sensitivity of the work being performed.

1.6.7.4. Non-US citizens will not be used in the performance of this contract unless the provisions of Army Regulation 25-2, Information Assurance have been fully completed and approval has been granted by the Government for the non-US citizen to perform the required support.

1.6.7.4.1. When performing OCONUS inspections, the contractor is responsible for determining a suitable labor force solution, in accordance with applicable Status of Forces Agreements (SOFAs), host country laws/regulations/policies, applicable bargaining unit provisions, Master Labor Contracts (MLCs), or other governing documents, as applicable. As permitted, the contractor may utilize U.S. citizens or Local National (LN) personnel to complete the inspections, provided the contractor is adhering to all applicable laws/rules/regulations/policies/procedures, etc. of the specific host nation.

1.6.8. Visit Notifications.

1.6.8.1. The Contractor will submit a signed visit request on company letterhead stationary through the Government COR for all contractor employees supporting the specific task order. The request will include the following:

- Full name (last, first, middle)
- Date of birth (MM/DD/YYYY)
- Place of birth (city, state, country)
- Citizenship
- Type of last investigation
- Date last investigation was completed

1.6.9. Non-Disclosures.

The Contractor shall provide signed non-disclosure agreements for all contractor employees who may need to have access to homes of senior and/or General Flag Officers and/or other homes that may contain sensitive information or systems to the Government no later than 15 calendar days prior to commencement of work under the task order. Performance of this contract may require Contractor employees to access data and information proprietary to the Government agency or of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interest of the Government or others. The contractor and

contractor personnel, shall not divulge or release data or information developed, or obtained under performance of this PWS, except to authorized Government personnel or upon written approval of the Contracting Officer.

1.6.10. Security Regulations. All Contractor employees shall read all applicable Government security regulations provided by the Government. Contractor personnel shall familiarize themselves with the Government's regulations and policies and site-specific regulations regarding access to sensitive materials, computer facility/IT network access, issue of access credentials, etc., which shall be provided, as required, by the Government.

1.6.11. Physical Security: The majority of work will be performed in homes located on Government installations. If the contractor employee is required to work in a facility other than a home, the contractor employee shall be responsible for safeguarding all Government property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.6.12 Post Award Conference/Periodic Progress Meetings: The Government will conduct a project kickoff meeting with the Contractor within fourteen (14) calendar days of the contract award. The Contractor shall provide a program orientation, milestone schedule, and shall discuss administrative matters. The meeting shall be held at a mutually agreed location with the KO, COR, and other Government personnel in attendance. The purpose of this meeting is to achieve a clear and mutual understanding of all contract requirements and to identify and resolve any potential problems. This meeting is not a substitute for the Contractor's full understanding of work requirements at the time offers are submitted, nor is it to be used to alter the final agreement arrived at in any negotiations leading to contract award.

Additionally, the KO, COR, and other Government personnel, as appropriate, will meet periodically with the Contractor to review the contractor's performance IAW AR 70-13, 4-4B.

(1). The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5. At these meetings the COR will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

1.6.13. Contracting Officer's Authority. The Contracting Officer (KO) is the only person authorized to direct changes in any requirements under this contract. If the Contractor effects any change at the direction of any person other than the KO, the change will be considered to have been made without authority and solely at the risk of the contractor.

1.6.13.1 Contracting Officer's Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the functions identified within their appointment memo and nothing further.

1.6.14 Contractor Travel: Travel is required in support of this PWS. Travel reimbursements for local travel are not authorized, nor is the use of a government vehicle. Contractor employees are required to travel in support of the PWS tasks. Required travel will be within the Continental United States (CONUS) as well as outside the Continental United States (OCONUS) in support of PWS tasks. For OCONUS travel, the Anti-Terrorism/Operations Security checklist that accompanies the contract will be modified at that time. The Contractor shall receive written approval from the COR prior to any travel (CONUS or OCONUS) and all travel shall be IAW the Federal Acquisition Regulation (FAR) 31.205-46 and the Joint Travel Regulation (JTR), as applicable. Travel costs will be reviewed by the COR for reasonableness and allowability. Unexpected or unusually high travel costs need to be justified and pre-approved by the COR in writing. Any excessive or unallowable costs may be rejected by the COR and the contractor will be responsible for payment of the expense. An expense report must be provided to the COR when the contractor submits its monthly invoice. A standardized expense report will be provided to the contractor during the post-award kick-off meeting.

1.6.15 Contractor Personnel Conduct: Contractor personnel's conduct shall not reflect discredit upon the Government. The Contractor is responsible for ensuring that any contractor employees providing services under this contract conduct themselves and perform services in a professional, safe, and responsible manner. It is essential that all Contractor personnel (including subcontractors) meet the highest standards of professionalism and personal integrity. The Contractor shall ensure that Contractor employees do not perform work under the influence of alcohol, illegally prescribed drugs, or any other incapacitating agents. Contractor personnel shall conform to standards of conduct and a code of ethics consistent with those applicable to Government employees as provided in the Joint Ethics Regulations 5500.7.R. The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor shall ensure no contractor employees conduct political related activities or events on government property.

1.6.15.1 The Contractor shall remove from the job site any employee for reasons of misconduct or security. In accordance with DOD Directive 5500.7-R, "Joint Ethics Regulation", contractor employees shall avoid improperly influenced in the execution of their duties under the contract. Particular attention should be paid to acceptance of gifts/ gratuities, and on non-disclosure of sensitive or classified information.

1.6.15.2 The Contractor shall ensure employee conduct complies with 41 U.S. C 423 relative to release of acquisition related information or actions or discussions which may prejudice future competitions.

1.6.16. Identification of Contractor Employees. Contractor personnel shall wear a Contractor-issued nametag (above the waist and on their outermost garments) that includes the Contractor's name and company name for identification purposes. In any situation where their Contractor status is not obvious to third parties, Contractor employees are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. Contractor employees requiring use of Government information systems

or facilities shall meet the criteria required to obtain a Common Access Card and building specific identification badge requirements/specifications.

1.6.17 Anti-Terrorism and Operations Security Requirements

1.6.17.1. AT Level I Training: All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the Contracting Officer, within 15 calendar days after completion of training by all employees and subcontractor personnel., AT level I awareness training is available at the following website: <http://jko.jten.mil/courses/at11/launch.html>.

1.6.17.2 Access and General Protection/Security Policy and Procedures. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce shall comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.6.17.3 iWATCH Training: This standard language is for contractor employees with an area of performance within an Army controlled installation, facility, or area. The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 15 calendar days of new employees commencing performance with the results reported to the COR NLT 45 calendar days after contract award.

<http://www.myarmyonesource.com/familyprogramsandservices/iwatchprogram/default.aspx>

1.6.17.4 Army Training Certification Tracking System (ATCTS) Registration for Contractor Employees Who Require Access to Government Information Systems. All contractor employees with access to a government info system shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and shall successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

1.6.17.5 For Task orders that Require OPSEC Training. Per AR 530-1, Operations Security, new Contractor employees shall complete Level I OPSEC training within 30 calendar days of their reporting for duty. All Contractor employees shall complete annual OPSEC awareness training and adhere to organization's security program. <http://cdsetrain.dtic.mil/opsec/>

If training cannot be conducted on the website, the Contractor shall coordinate with the COR, who will contact the local OPSEC Officer at their assigned location for classroom training. Contractor personnel completing training in the classroom will receive a certificate or the training attendance roster signed by the OPSEC Officer. Verification of the training shall be provided to the COR within 30 calendar after completion of the training. All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working in IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions.

1.6.17.6. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees shall receive annual TARP training by a CI agent or other trainer as specified in 2-4b.

<https://www.lms.army.mil> search: U.S. Army Threat Awareness and Reporting Program

1.6.17.7 For Contractors Requiring Performance in a Foreign Country, DFARS Clause 252.225-7043, and Antiterrorism/Force Protection for Defense Contractors Outside the US applies. The contractor is required for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

1.6.17.8 For Contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

1.7 Contactor Qualifications/Required Experience:

The contractor shall only employ home inspectors that possess the appropriate credentials for the work the inspectors will perform. This includes an International Association of Certified Home Inspectors (InterNACHI) certification or the proper applicable state/country/region certifications to meet the requirement of being a "qualified" home inspector; having both an InterNACHI and state-specific credential is not required. However, if there is no state-specific credential, then the contractor shall only utilize inspectors who maintain an active InterNACHI certification. The inspector shall be properly trained and experienced in evaluating site and building systems, health and safety conditions, and physical and structural conditions.

1.8 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

PART 2
DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

2.1. DEFINITIONS:

2.1.1. ASSESSMENT. A written inspection.

2.1.2. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.3. CONTRACTING OFFICER (KO). A person with the authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.4. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.5. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.6. DELIVERABLE. Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

2.1.7. INSPECTION. The act of the housing examination.

2.1.8. Reserved.

2.1.9. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.10 QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.11. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.12. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.13. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.14. WORKDAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.15. WORK WEEK. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
InterNACHI (InterNACHI)	the International Association of Certified Home Inspectors
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The contractor will perform the services stated within this PWS.

3.2 Common access cards (CAC) for employees Not Applicable.

3.3 Army Knowledge Online (AKO) and HQDA Enterprise email accounts for employees Not Applicable.

3.4 Utilities Not Applicable.

3.5 Equipment Not Applicable.

3.6 Materials Not Applicable.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 Secret Facility Clearance Not Applicable.

4.2. Materials Not Applicable.

4.3. Equipment Not Applicable

PART 5 SPECIFIC TASKS

5.0. Inspection Services. The contractor shall furnish Army Privatized and Government-Owned Military Housing Inspections Services to conduct a thorough inspection and assessment of the structural integrity and habitability of each home at selected locations of privatized housing in CONUS and OCONUS locations. The Army requires an inspection of 100% of the Privatized, Government-Controlled/Owned and Government-Controlled military housing. The portfolio includes government-leased housing inside and outside the United States. Housing inventory and locations are detailed in PWS Attachment 2. All locations will be executed within the 5-year period of the contract. The specific locations will be identified by the Government under each task order. The contractor is to provide all necessary computers, software, cameras, personnel, uniforms, vehicles, fuels, etc. necessary to conduct and complete the inspections as specified herein.

5.1 The inspections shall be a visual inspection and include inspecting both the interior and exterior of the home along with a visual inspection of the roof, if possible (from the ground-level). Inspectors shall only inspect the items on the established checklist (Technical Exhibit A).

5.2. The contractor shall provide inspectors that meet International Association of Certified Home Inspectors (InterNACHI) or the proper applicable state/country/region certifications for each home inspection. All assessment personnel shall be trained, certified and in the assessment of multifamily facilities using national industry standard protocols.

5.3 The contractor shall identify no more than 3 personnel who will be provided access to the enterprise Military Housing (eMH) portal, <https://www.emh.housing.navy.mil/> to download the inspection checklist required to perform the individual home inspections. Upon completion of the home inspections, the contractor is required to upload the completed checklist to include any associated documents into the designated location in the eMH portal for the government's review and acceptance. Additional information is provided in Technical Exhibit A.

5.3.1 Upon completion of the inspections, the contractor shall provide an electronic portfolio summary report as well as an individual home summary for every home, a portfolio briefing of the findings, a PDF version of each home inspection, and a Portfolio summary report. The PDF and summary report is required to be uploaded into eMH by the contractor.

5.3.1.1 Upon issuance of a task order for inspections of an installation or geographic area, the contractor shall establish contact with the installation housing manager within 2 business days of being awarded the task order. The local installation housing office will be responsible for coordinating the inspection schedule with the tenants. The schedule will be provided to the contractor prior to the inspections commencing. In the event there is no installation housing office that is responsible for the housing unit(s) being inspected, the contractor shall then coordinate with the DCS G9 COR to gain access to the housing unit(s). The contractor will be provided with a current list of vacant homes. Vacant homes will be inspected before occupied dwellings. The contractor will inspect the occupied homes in accordance with the schedule established by the installation housing manager. If the contractor arrives at a dwelling during the

scheduled time/date and the contractor is denied access to the home, the contractor shall immediately notify the housing manager. The housing manager will then work with the tenant to reschedule the inspection up to a total of 5 attempts. In the event that the contractor cannot access the home after 5 attempts, the contractor will continue to execute the remaining inspections at the location until all inspections are completed, with the exception of the aforementioned denied inspections. The contractor will record any homes not inspected and the reason. Upon notifying the housing manager of the denied inspection, the contractor shall ask the housing office if there are any vacant homes available to be inspected that day.

5.3.1.2. If an inspector is attempting to inspect a housing unit and the inspector is unable to complete the inspection because the home is not able to be inspected (extreme hoarding; extreme filth; etc.), the inspector shall immediately cease the inspection and notify the housing manager of the situation. The housing manager will work with the installation commander to determine the proper course of action.

5.3.2. The Army requires 100% home inspection and assessment support services of common areas (shared spaces such as kitchen, laundry, game rooms, etc.), and to inspect 100% of individual homes, interior and exterior, to establish the overall condition of the units in accordance with the Government-provided inspection checklist. The inspections shall include unit interiors, building systems, common areas, building exteriors, equipment and drainage, landscaping and other improvements. The inspection shall consist of a visual survey only of the property, components, systems and elements that are easily visible and readily accessible. No intrusions, sampling, boring or disassembly of any components, systems or infrastructure is required or permitted. The contractor shall identify any existing or developing areas of concern and why it is a concern. The Contractor shall note material building code violations of items, systems or inherent design that are readily apparent and discernable.

5.3.2.1 If, in the course of the inspection, indications of moisture are present within the dwelling (and the moisture should not be present), the contractor shall notify the identified location POC of the moisture indication. The contractor is responsible for providing all tools, including moisture meters, and thermal imaging equipment as necessary to complete the inspections.

5.3.3 The contractor shall perform a Building Condition Index (BCI) Assessments under this contract. This BCI will provide the Army with the ability to evaluate and benchmark the condition of the units in up to 15% of the Army's housing at privatized installations, where the Army has concerns about future investments. The objective is to provide a database vehicle with corresponding life-cycle content for capital planning purposes for future development. The report should provide sufficient detail, supporting information and insight to identify issues, prioritize projects for renovation and replacement, and should include an overall Facility Condition Assessment rating, with a Building Condition Index based on a rating system determined by the contractor, per home. The objective is to provide a database vehicle with corresponding life-cycle content for capital planning purposes for future development. The report should provide sufficient detail, supporting information and insight to identify issues, prioritize projects for renovation and replacement, and should include an overall Facility Condition Assessment rating, with a Building Condition Index based on a rating system determined by the contractor, per home. The BCI Assessments shall be presented to the DCS G9 COR within three weeks of contract award and prior to execution in the field to ensure DCS G9 / OASA-IE&E agrees with

the design and content. The local installation housing office will determine which homes in their inventory will receive a BCI; that list will be provided to the contractor upon award of the specific task order. The BCI is intended to encompass all items found in a standard inspection plus an additional list of items. Therefore, housing units selected for a BCI will only receive the BCI and not a separate standard inspection. The contractor shall only invoice the applicable charge for a BCI inspection and not double charge. All inspectors shall be capable of performing both a standard inspection and a BCI inspection.

5.3.3.1 BCI reports will provide condition assessment details in a format that can be used to benchmark building component and/or system condition or expenditure data over time at the unit, sub-division, base or portfolio level. All of the details provided will be housed in a SQL database with built in reporting functionality. All reports and/or graphics shall be exportable to MS Excel making it easy to compare data sets from other platforms such as eMH. The embedded reporting functionality includes but is not limited to Replacement Reserve Tables, System Expenditures, and Building Condition Index (BCI). The analysis provided will give the DA tools to prioritize expenditures. Customized database outputs (graphs, charts, and/or tables) shall be built into the platform, as desired by DCS G9.

5.3.3.2 The contractor must recognize that the DA uses enterprise Military Housing as a platform of choice for Facility Asset Management purposes. The contractor must become familiar with the eMH platform within 30 days of contract award and ensure that the data collected and its corresponding outputs from this assessment will be organized and presented in a way that it can be compared to the DA's facility assessment data recorded in the DA's non-privatized housing portfolio. The main point of comparison with eMH will be the BCI.

5.3.3.3 Description of Services for BCI Assessments:

5.3.3.3.1 The contractor shall visit the property to assess the general condition of the building(s) and site improvements, review provided construction documents in order to become familiar with and be able to comment on the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment. The field observer shall conduct a walk-through survey (non-invasive visual) of the building(s) to observe building systems and components, identify reported physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

5.3.3.3.2 The contractor shall attempt to interview the property's maintenance providers of the major building systems, such as roofing, HVAC, and the like, in an attempt to gain greater insight to the historic preventative maintenance, recent capital improvements, and remaining useful life that may not be obtained otherwise. This information will not be used in lieu of the assessment but is anticipated to complement the due diligence performed by the field observers.

5.3.3.3.3 The contractor shall develop opinions based on its walk-through survey, interviews with the property personnel, relevant maintenance contractors (if arranged by the client) and municipal authorities, and experience gained on similar properties assessed. The field observer may also question others who are knowledgeable of the subject property's physical condition and operation, or knowledgeable of similar systems to gain comparative information to use in the assessment of the property.

5.3.3.3.4 The contractor may review documents and information provided by the property personnel that could assist in identifying the subject property's physical improvements, extent and type of use, and/or help to identify material discrepancies between reported information and observed conditions. The review of documents submitted is not to opine on the accuracy of such

documents, adequacy of design, or their preparation methodology or protocol.

5.3.3.3.5 The specific interests of the field observer will be to identify capital repairs and deferred maintenance that can substantially impact the Immediate (90 days), Short-term (one-year), and Replacement Reserves (10 years) operation of the property.

5.3.3.4.0 Site

5.3.3.4.1 Stormwater Drainage: Identify the storm water collection and drainage system at the subject property. Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported.

5.3.3.4.2 Flatwork: Identify the material flatwork at the subject property (paving, parking, sidewalks, decking, patios, etc.). Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported.

5.3.3.4.3 Utilities: Identify the type and provider of the material utilities provided to the property (water, electricity, natural gas, etc.). Observe the general conditions and note any reported physical deficiencies or material problems or system inadequacies reported.

5.3.3.4.4 Special Utility Systems: Note the presence of any material special on-site utility systems such as water or wastewater treatment systems, special power generation systems, etc. Identify material system information such as system type, manufacturer, reported capacity, age, etc.

5.3.3.5 Structural Frame and Building Envelope

5.3.3.5.1 Identify the material elements of the structural frame and building envelope (if identified on provided drawings). Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions reported or observed in readily apparent conditions. Observations are limited to grade and may include accessible balconies or rooftop vantage points. If provided, review as-built construction plans, previously prepared property reports, and records of remedial actions or repairs.

5.3.3.5.2 In the event more information or exploratory testing is required to provide remedial measures, the report will include associated recommendations for further investigation requiring a specific expertise. Recommendations of this nature will include a summarized scope and a general estimate of cost for budgetary purposes.

5.3.3.6 Roofing

5.3.3.6.1 Identify the material roof systems including roof type, reported age, slope, drainage, etc. Also identify any unusual roofing conditions or rooftop equipment. Observe the general conditions of the roof system. Also observe for evidence of material repairs, or evidence of roof leaks. Note any reported physical deficiencies or any unusual items observed or reported.

5.3.3.6.2 The scope of the walk-through survey of the roof(s) and associated fee provided herein are based on the assumption the property contains buildings with primarily pitched shingled roofs. All roofs will be evaluated from the ground.

5.3.3.7 Plumbing

Identify the material plumbing systems including domestic water supply and hot water production, sanitary sewer, or any special or unusual plumbing systems (such as water features, grease traps, fuel systems, gas systems, etc.). Also identify the type and condition of observed restroom fixtures, and/or other miscellaneous plumbing equipment. Where readily visible, observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported.

5.3.3.8 Heating

Identify the material heat generating systems. Observe the general conditions, identify the

reported age of the equipment, note reported component replacements/upgrades, note the apparent level of maintenance. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible. Note any reported physical deficiencies or any unusual items or conditions observed or reported. Include any reported system problems. Identify and observe any special or unusual heating systems or equipment (such as fireplaces, solar heat, etc.).

5.3.3.9 Air-Conditioning and Ventilation

Identify the material air-conditioning and ventilation systems. Include material equipment such as package units, and split systems, etc. Identify the material distribution systems at the subject property. Generally, note reported tenant-owned equipment/systems that are not included in this review. Observe the general conditions, identify the reported age of the equipment, note reported component upgrades/replacements, note the apparent level of maintenance. If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible. Note any reported physical deficiencies or any unusual items or conditions observed or reported. Include any reported system problems.

5.3.3.10 Electrical

Identify the electrical service provided and distribution system. Include primary electrical equipment such as material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems. Where readily visible, observe general electrical items such as distribution panels, type of wiring, energy management systems, etc. Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported. Include any reported material system problems. Identify any special or unusual electrical systems or equipment present.

5.3.3.11 Life Safety/Fire Protection

Identify the material life safety/fire protection systems such as sprinklers, presence of fire alarm systems, smoke detectors, fire extinguishers, emergency lighting, and other like safety systems that are readily visible. Observe the general conditions and note any reported material physical deficiencies or any unusual items or conditions observed or reported. Include any reported material system problems.

5.3.3.12 Interior Elements

Identify the typical standard finishes (including flooring, ceilings, walls, etc.). Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported.

5.3.3.13 Mold

On a limited visual basis during the walk-through survey, the field observer will note observed suspect mold and/or evidence of moisture in the observed areas. The field observer will interview the property representative (Army representative or property owner) regarding his/her knowledge of the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors.

5.3.4 The inspections will be based on applicable standards in the 2021 International Property Maintenance code. The privatized housing units are owned by the RCI Companies for each respective project and government housing is owned by the Army. The contractor will be expected to coordinate with the designated POC at each location (USAG Housing Manager, government representative and the RCI Company) to facilitate access to 100% of the housing

inventory.

5.3.4.1 Contractor shall conduct 100% inspections and assessments of common areas and inspect 100% of individual homes to establish the overall condition of the units. The contractor will identify no more than 3 for the duration of the contract (not 3 personnel per task order) personnel that will have access to the enterprise Military Housing (eMH) portal at <https://www.emh.housing.navy.mil/> to download/upload the inspection checklist required to perform the individual home inspections. The contractor will record any homes not inspected and the reason.

Upon completion of the home inspections, the contractor's designated personnel shall upload the completed inspection checklist to include any associated documents into the designated location in the eMH portal for the governments review and acceptance.

5.3.4.2 The contractor shall inspect the Privatized Unaccompanied Housing Inventory. The inspection shall include the entire apartment and not just a bedroom. The unit shall be inspected in accordance with the standardized checklist provided by the Government.

5.3.5 The contractor may assume timely and complete access to each property, the Army staff, the property management staff, and available documents. The property management staff will issue notice to the residents informing them of the survey and the date(s) they will be conducted. The Property Management staff will also advise the residents that the surveys will occur whether they are home or not if entrance to their home is scheduled.

5.3.6 The Army shall provide the contractor with documentation of historical improvements and/or replacements when requested. Available information will consist primarily of site plans and as-built drawings, however, other data may be provided upon request.

5.3.7 The Contractor shall utilize available information provided by the Army and/or the RCI Company to make comprehensive assessments at each property.

5.3.8 The Contractor personnel shall notify the USAG Housing Manager before the close of the business day of any identified of any life, health, or safety repair requirements needed to correct life, health, safety concerns. In the event the issue is identified after business hours, then the after-hours housing emergency contact shall be notified.

5.3.9 The contractor shall conduct and complete the inspections as specified herein. The inspections shall be sufficient to prepare a report that:

- Provides a narrative describing the items identified on the checklist, items in need of correction, significant defects, existing or potential deficiencies, deferred maintenance, material code violations and physical deficiencies.
- Includes a summary of results in a summary page for each property
- Includes a sampling of digital pictures with deficiencies by neighborhood and home (if necessary). The photographs shall, at minimum, include:
 - View of Subject from "curb" Representative elevations

- Significant or commonly encountered interior and exterior physical deficiencies
- Pictures of the roof areas from the ground (to the maximum extent possible). The contractors shall never get on a roof under any circumstances. Use of drones for aerial inspections is permitted in accordance with airspace regulations within the applicable installation area (the contractor is responsible for being aware of the applicable airspace requirements/prohibitions).

5.3.10 The final narrative report shall include the Contractor's written opinion of the overall physical and operational condition of the property and also identify the specific physical deficiencies and conditions which will limit the expected useful life of major systems and components and improvements.

5.3.11 The Contractor shall be prepared to begin the inspections for the Army within 30 days of the date of task order award for CONUS projects; OCONUS shall be within 90 days of task order award, unless a different timeline is approved in writing by the Contracting Officer. Within 10 days of task order award, the contractor shall provide a list of all personnel who will be performing the inspections and their specific credentials to the COR.

5.3.12 The Contractor shall assign a program focal point who shall be responsible for the performance of the work for all CLINs on this contract and shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The name of this person, and an alternate who shall act for the contractor when the focal point is absent, shall be designated in writing to the KO and the COR. The contract focal point or designated alternate shall be available between 8:30 a.m. to 5:00 p.m. (eastern time), Monday through Friday except Federal holidays or when the Government is closed for administrative reasons.

5.3.13 Service Contractor Manpower Reporting: System for Award Management (SAM) Service Contract Report (SCR): The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The Contractor is required to completely fill in all required data fields through the following web address: www.sam.gov. Reporting inputs will be for the labor executed during the period of performance during each Government FY, which runs from 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. Contractors may direct questions to the help desk by clicking "View Assistance for SAM.gov" which is located at the top of the SAM.gov website. From there, you can select "Contact Our Service Desk" which will allow you to contact SAM.gov directly. If contract period of performance ends prior to September 30, the Contractor has 30 calendar days from end date of the contract to complete the SAM SCR requirement.

5.4 The contractor is to provide four reports as identified below:

5.4.1 The first is a daily report in the form of an email that entails the neighborhood being inspected, an itemized list of the residences being inspected, whether the residence is vacant or

occupied, any life/health/safety issues identified, and possibly other information specific to that installation; an example of the report will be provided to the contractor at the initial contract kick-off meeting post-award. The contractor will be provided the recipient list which will be specific to that task order at the kick-off of each task order. The recipient list will vary depending on the specific installation being inspected.

5.4.2 The second report is a weekly home inspection status report detailing the number of homes that were inspected by address, along with other pertinent information. This report shall be submitted by 10:00am eastern time Monday mornings for the week preceding (if the Monday is a holiday, then it shall be submitted on the next business day). The contractor will be provided the recipient list which will be specific to that task order at the kick-off of each task order. The recipient list will vary depending on the specific installation being inspected. An example of this report will be provided to the contractor at the initial contract kick-off meeting post-award.

5.4.3 The third report is a monthly report which will be a roll-up of all activities during the month of the report. This report is a two-page, power point-style report and shall be submitted via email to the specified recipient list by the 5th business day of the following month. The contractor will be provided the recipient list which will be specific to that task order at the kick-off of each task order. The recipient list will vary depending on the specific installation being inspected. An example of this report will be provided to the contractor at the initial contract kick-off meeting post-award.

5.4.4 At the completion of each task order, the contractor shall submit a fourth report which is a comprehensive, highly detailed “wrap-up” report that explains in great detail each housing unit inspected during that task order, explaining any issues identified (mold, structural, life/health/safety, etc.) along with a list specifying which units were not inspected initially but were then subsequently inspected. The report will include data and metrics that will be explained in detailed charts and graphs along with narratives related to the inspections performed along the way. Furthermore, the fourth report shall identify all housing units not inspected along with an explanation of all attempts made and the reason why the inspection did not happen. This report shall go into detail regarding the areas of concern, the common issues identified, along with any other aspect deemed necessary by DCS G-9. The specifics of the report will be discussed at the post-award kick-off meeting along with subsequent meetings thereafter between the DCS G-9 and the contractor. This is a labor-intensive report and the contractor should expect to spend several hours of labor developing this report for each task order. This report shall be provided to COR and DCS G-9 SME within two weeks of the completion of the task order for a review.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

DOD Government Owned, Privatized and Leased Housing Inspection Checklist - (Technical Exhibit A)

6.1. The Contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures as mentioned in this PWS and as listed below:

National Defense Authorization Act (NDAA) of Fiscal Year 2021, NDAA, Section 2818(b) of 10 USC 2871

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. **Attachment/Technical Exhibit List:**

Technical Exhibit	A	Inspection Checklists
Technical Exhibit	B	Deliverables Schedule

PWS Attachment	1	Performance Requirements Summary Table
PWS Attachment	2	By Location Housing Inventory Listing with SCA WD data
PWS Attachment	3	USAG Foreign Clearance Guide
PWS Attachment	4	Housing Inventory Projected Schedule

PWS ATTACHMENT 1
Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Performance Standard	Performance Threshold	Incentives/Disincentives
PRS #1 PWS 5.2 Inspections shall be performed by qualified home inspectors as described.	Inspectors shall possess the appropriate state/country/regional certification or InterNACHI certification, as defined by the respective state/country/region in which the work will be	100% Compliance	Data collected during the period of performance shall be used to substantiate objective ratings of Contractor performance in CPARS.
PRS # 2 PWS 5.3 thru 5.3.4.1 Conduct a physical assessment of 100% of common areas and inspect 100% of individual housing units to establish the overall condition of the units. The contractor will record any homes not inspected and the reason, IAW PWS 5.3.21.1	Retrieve checklist/upload completed checklists utilizing the eMH website IAW with PWS. Inspectors will provide a narrative describing the items identified on the checklist, items in need of correction, significant defects, existing or potential deficiencies, deferred maintenance, material code violations and physical deficiencies. Provide clear concise recommendations relative to the health and condition of the home.	98% error free draft documents, reports, assessments. 100% error free after corrections.	Data collected during the period of performance shall be used to substantiate objective ratings of Contractor performance in CPARS.

Performance Objective	Performance Standard	Performance Threshold	Incentives/Disincentives
PWS 5.4, Reports	Reports submitted on time and in accordance with pertinent PWS paragraphs. Executive summary, Inspection detail summary and lessons learned, rating rubric,	Data analysis reports, briefings and analysis are submitted requiring no more than two revisions due to errors or oversight.	Data collected during the period of performance shall be used to substantiate objective ratings of Contractor performance in CPARS.

TECHNICAL EXHIBIT B
Deliverables Schedule

Deliverable	Frequency	# of	Medium/Format	Submit To
Daily Progress Report PWS 5.4.1	Daily by 5pm	1	Electronic file by e-mail MS Word or EXCEL attachment	PM and Housing Chief and contract lead, CORs
Weekly Progress Report PWS 5.4.2	Weekly, by 10:00am on the Monday following the week being reported.	1	Electronic file by e-mail MS Word or EXCEL attachment	CVD-Capital Ventures Directorate. COR,
Monthly progress reports. PWS 5.4.3	At the end of each 30 days after the award of the contract, a progress report discussing the progress made in the previous 30 days to include status of deliverables per line item and efforts contributed towards Deliverables	1	Electronic file by e-mail MS Word or EXCEL attachment	CVD-Capital Ventures Directorate. COR,
Final Report PWS 5.4.4	At the end of each task order period of performance.	1	Electronic file by e-mail MS Word or EXCEL attachment	CVD-Capital Ventures Directorate. COR,
1.6.17.5 ATOPSEC Training Certificates	Within 30 days of Award or Task Order. This is an annual requirement.	1	Electronic file by e-mail MS Word or EXCEL attachment	COR

1.6.17.2 Access and General Protection/Security Policy and Procedures	Within 30 days of Award or Task Order	1	Electronic file by e-mail MS Word or EXCEL attachment	COR
1.6.17.3 iWATCH Training	Within 30 days of Award or Task Order	1	Electronic file by e-mail MS Word or EXCEL attachment	COR
1.6.17.4 Army Training Certification Tracking System (ATCTS) Registration	Within 30 days of Award or Task Order	1	Electronic file by e-mail MS Word or EXCEL attachment	COR
1.6.17.6. Threat Awareness Reporting Program	Within 30 days of Contract Award. This is annual requirement.	1	Electronic file by e-mail MS Word or EXCEL attachment	COR
1.8 Organizational Conflict of Interest	Immediately upon discovery.	1	Electric file by e-mail MS Word or Excel attachment	Contracting Officer
5.3.3 BCI Reports	Immediately	1	Electric file by e-mail MS Word or Excel attachment	COR
Proof of Insurance to work on a military base.	Within 30 days of Contract Award.	1	Electronic file by e-mail MS Word or EXCEL attachment	COR and Contracting Officer

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 25-SEP-2023 TO 24-SEP-2024	N/A	DCS G-9 BERNICE IVORY 600 ARMY PENTAGON WASHINGTON DC 20310-0600 571-256-9749 FOB: Destination	W91PH2
0002	POP 25-SEP-2023 TO 24-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
0003	POP 25-SEP-2023 TO 24-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
0004	POP 25-SEP-2023 TO 24-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
0005	POP 25-SEP-2023 TO 24-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
0006	POP 25-SEP-2023 TO 24-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
0007	POP 25-SEP-2023 TO 24-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
0008	POP 25-SEP-2023 TO 24-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
1001	POP 25-SEP-2024 TO 24-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
1002	POP 25-SEP-2024 TO 24-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
1003	POP 25-SEP-2024 TO 24-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
1004	POP 25-SEP-2024 TO 24-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
1005	POP 25-SEP-2024 TO 24-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2

1006	POP 25-SEP-2024 TO 24-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
1007	POP 25-SEP-2024 TO 24-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
1008	POP 25-SEP-2024 TO 24-SEP-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
2001	POP 25-SEP-2025 TO 24-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
2002	POP 25-SEP-2025 TO 24-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
2003	POP 25-SEP-2025 TO 24-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
2004	POP 25-SEP-2025 TO 24-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
2005	POP 25-SEP-2025 TO 24-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
2006	POP 25-SEP-2025 TO 24-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
2007	POP 25-SEP-2025 TO 24-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
2008	POP 25-SEP-2025 TO 24-SEP-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
3001	POP 25-SEP-2026 TO 24-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
3002	POP 25-SEP-2026 TO 24-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
3003	POP 25-SEP-2026 TO 24-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
3004	POP 25-SEP-2026 TO 24-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
3005	POP 25-SEP-2026 TO 24-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
3006	POP 25-SEP-2026 TO 24-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
3007	POP 25-SEP-2026 TO 24-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2

3008	POP 25-SEP-2026 TO 24-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
4001	POP 25-SEP-2027 TO 24-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
4002	POP 25-SEP-2027 TO 24-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
4003	POP 25-SEP-2027 TO 24-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
4004	POP 25-SEP-2027 TO 24-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
4005	POP 25-SEP-2027 TO 24-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
4006	POP 25-SEP-2026 TO 24-SEP-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
4007	POP 25-SEP-2027 TO 24-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2
4008	POP 25-SEP-2027 TO 24-SEP-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91PH2

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7008	Assignment of Claims (Overseas)	JUN 1997

Section H - Special Contract Requirements

SOFA INFORMATION

Germany: "Authorization to perform Services in Germany: Contract employees traveling to Germany, on official TDY travel are subject to the provisions of Army in Europe Regulation 715-9 dated 10 Sep 2009, Section V, paragraphs 23 & 24 respectively entitled ""FAX-BACK"" and "TESA/ASSA TDY." This process requires that the Contractor employees receive approval from the German Federal Ministry of Labor prior to their arrival in Germany. This regulation and the applicable request forms can be accessed online on the Civilian Human Resource Management Agency Headquarters, US Army, Europe, web site at http://www.eur.army.mil/g1/content/CPD/docper/docper_germanyLinks.html?tab=2&=regsResourcesTab.

Italy: Authorization to perform services in Italy: Contract employees traveling to Italy, on official TDY travel are subject to the provision of Agreement Between the Member States to the North Atlantic Treaty on the Status of Forces, signed at London on 19 June 1951 (NATO SOFA); and Bilateral Infrastructure Agreement (BIA) between the United States of America and Italy, signed on 20 October 1954. More information is available on the G-1 Human Resources, United States Army in Europe website at http://www.eur.army.mil/g1/content/CPD/docper/docper_italylinks.html.

Republic of Korea (ROK): Authorization to perform services in Republic of Korea (ROK): Upon contract award, The Government will designate a POC to coordinate SOFA requirements with the United States Forces Korea (USFK) Acquisition Management (FKAQ) for Korean positions. Immediately after award, the Contractor shall contact the Government designated POC to provide required documentation for submission of package to the appropriate country authorities. The contractor shall comply with theater specific training for personnel performing services in Korea wither in TDY or PCS. Training takes an average of 2 hours. For more information about this process, the Contractor may visit the USFK FKAQ website at <http://www.usfk.mil/Organization/AcquisitionManagement,FKAQ.aspx>. Invited Contractor or Technical Representative Status under U.S. – Republic of Korea (ROK): Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S. - ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended.

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which

US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military

authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

- (1) Completion or termination of the contract.
- (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

- (1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.
- (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical

treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relation and interaction with local nationals.

Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads, and must have a USFK driver’s license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver’s license or a valid international driver’s license then obtain a USFK driver’s license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing,

captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

Section I - Contract Clauses

CLASS DEVIATION 23-O0001

A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

- (A) Small business;
- (B) Service-disabled veteran-owned small business;
- (C) Women-owned small business (WOSB) under the WOSB Program;
- (D) Economically disadvantaged women-owned small business under the WOSB Program; or
- (E) Historically underutilized business zone small business.

CLAUSES INCORPORATED BY REFERENCE

52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.207-1	Notice Of Standard Competition	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.210-1	Market Research	NOV 2021
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-11	Cost Contract--No Fee	APR 1984
52.219-8 (Dev)	Utilization of Small Business Concerns (Deviation 2023-O0002)	DEC 2022
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2022) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-29	Terms for Financing of Purchases of Commercial Products and Commercial Services	NOV 2021
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	DEC 2022
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2022
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.219-7000	Advancing Small Business Growth	SEP 2016
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	JAN 2023

252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.244-7001	Contractor Purchasing System Administration	MAY 2014

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- (d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) Definition: "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to

demonstrate their abilities to meet the standards specified for qualification.

(Name) _____
(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
Manufacturer's Name _____
Source's Name _____
Item Name _____
Service Identification _____
Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not in itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate the contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interests, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(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, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

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

(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)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

(a) Invoicing.

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

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

(3) The designated payment office will make interim payments for contract financing on the 30th (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

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

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

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

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

- (1) In accordance with the terms and conditions of a subcontract or invoice; and
- (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--
 - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:
 - (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

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

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

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

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

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

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

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

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

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

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at

<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

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

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

previous year's submission).

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

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

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

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

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

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

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

(1) Shall be the anticipated final rates; and

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

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

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

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

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

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

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

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

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

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

(End of clause)

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through sixty (60) months thereafter.

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

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$30,000,000 (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of \$30,000,000 (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months beyond the expiration of the IDIQ contract.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (DEVIATION 2023-O0002) (DEC 2022)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

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

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

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541350.

(2) The small business size standard is \$11.5M.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition—

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.

(1) The offeror represents as part of its offer that—

- (i) It [____] is, [____] is not a small business concern; or
- (ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

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

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

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

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

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

- (i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or
- (ii) It [____] is, [____] is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

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

(End of provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

(a) Evaluation preference.

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

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.

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

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

(b) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

____ Offeror elects to waive the evaluation preference.

(c) Joint venture. A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022) –
ALTERNATE I (MAR 2020)

(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--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
- (g) 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 (f) or (h) of this clause.
- (h) 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:
- (1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS code	Small business concern (yes/no)
541350	_____
_____	_____
_____	_____

[Contracting Officer to insert NAICS codes.]

- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]
- (5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]
- (6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

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

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of _____, or from which the Contractor or any subcontractor under this contract is exempt under the laws of _____,

shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-25 PROMPT PAYMENT (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

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

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

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

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

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

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

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

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):

www.sam.gov

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) 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 (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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

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

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

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

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

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

(viii) 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: [Contracting Officer check as appropriate.]

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

___ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <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 FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date ____]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

252.215-7008 ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

252.229-7003 TAX EXEMPTIONS (ITALY) (MAR 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.

(iii) The following fiscal code(s): .

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

“I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972.” An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Government

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W9124J
Admin DoDAAC**	W9124J
Inspect By DoDAAC	W91PH2
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) _____ is/are incrementally funded. For this/these item(s), the sum of \$---- _____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$-- _____

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS AND EXHIBITS

List of Attachments and Exhibits

RFP Attachment	1	Questions Matrix
RFP Attachment	2	Subcontractor Teaming Sample Letter
RFP Attachment	3	Subcontracting Plan Format
RFP Attachment	4	Specific Relevant Contract Format
RFP Attachment	5	Task Order #001 PWS – Fort Leavenworth & Fort Stewart
RFP Attachment	6	Sample Task Order – OCONUS Camp Humphreys
RFP Attachment	7	Sample Task Order – OCONUS Wiesbaden
RFP Attachment	8	Past Performance Questionnaire template

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it (____) is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541350.

(2) The small business size standard is 11,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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:

() Paragraph (d) applies.

() 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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

(xv) 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.

(xvi) 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 products or commercial services.

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

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

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

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

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM 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

(End of provision)

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of provision)

52.204-20 Predecessor of Offeror (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or

services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [____] will, [____] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [____] does, [____] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations.

(1) The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [____] is, [____] is not an inverted domestic corporation; and

(2) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage	Fringe Benefits
GS-0802-11 Engineering Technician	\$33.09 - \$43.02 per hour	\$4.80 per hour

(End of clause)

252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (AUG 2022)

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

Covered contract and covered entity have the meaning given in the clause 252.225-7058, Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.

(b) Prohibition on award. In accordance with section 855 of the National Defense Authorization Act for Fiscal Year 2022 (Pub. L. 117-81, 10 U.S.C. 4651 note prec.), DoD may not award a contract to the Offeror if it is a covered entity and proposes to employ one or more individuals who will perform work in the People's Republic of China on a covered contract, unless the Offeror has disclosed its use of workforce and facilities in the People's Republic of China.

(c) Preaward disclosure requirement. At the time of submission of an offer for a covered contract, an Offeror that is a covered entity shall provide disclosures to include--

- (1) The proposed use of workforce on a covered contract or subcontract, if the Offeror employs one or more individuals who perform work in the People's Republic of China;
- (2) The total number of such individuals who will perform work in the People's Republic of China; and
- (3) A description of the physical presence, including street address or addresses, in the People's Republic of China, where work on the covered contract will be performed.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**L-I - PROPOSAL PREPARATION INSTRUCTIONS****1. Proposal Submittal and Inquiries.**

1.1. Proposals shall be submitted via e-mail only, prior to the closing date and time identified on the SF33 (except for the Financial Responsibility and Organizational Conflict of Interest requirements), to both following individuals:

Contracting Officer: Mr. Stephen D. Noethen, e-mail: stephen.d.noethen.civ@army.mil

Contract Specialist: Mrs. Colleen M. Rye; e-mail: colleen.m.rye.civ@army.mil

1.2. The Financial Responsibility and Organizational Conflict of Interest requirements shall be submitted upon receipt of the solicitation, but no later than 12:00 (noon), Central Daylight Time, Monday, 24 April 2023, via email to the Contracting Officer and Contract Specialist. If you have already submitted for a Financial Responsibility determination (known as the FCRA), the offeror is responsible for confirming with the Government that the request has already been received; documentation shall be in writing from the Contracting Officer that the request has been received.

1.3. Submissions via mail (paper copies), hand delivered, or fax will not be accepted.

1.4. All inquiries during the solicitation phase shall be directed to the Contract Specialist, Mrs. Colleen M. Rye, and the Contracting Officer (KO), Mr. Stephen D. Noethen via email only. Offerors are requested to review the solicitation and submit only written questions and/or comments with email subject line reference: W9124J-23-R-0003 Questions and/or Comments Army Housing Inspection. The deadline for the submittal of all questions and/or comments is 5:00pm, Central Daylight Time, Monday, 24 April 2023. All questions shall be submitted using the format provided in Section J.

1.5. Time for Acceptance. The Offeror's proposal shall remain valid for a period of 180 days from date of solicitation closing date identified on the SF33.

2. General Instructions

2.1. The source selection process for this award will be conducted utilizing the procedures found within FAR Part 15 as supplemented by the DoD Source Selection Procedures referenced in DFARS 215.300, and AFARS Mandatory Procedures in 5115.3 to make an award decision. Offers will be evaluated using the criteria under Section M, "Evaluation Factors for Award". The Government intends to award a performance-based Single-Award Indefinite Delivery, Indefinite Quantity (SA-IDIQ) type contract to one contractor. This acquisition is not set-aside for any small business category and is considered "full and open" to all business types, large and small alike.

The Government will initially conduct a compliance review of all proposals. As such, noncompliance with the solicitation requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination/rejection of the proposal from further consideration for contract award.

2.2. The Proposal. The submission of the documentation specified below will constitute the Offeror's acceptance of the terms and conditions of the solicitation, concurrence with the Performance Work Statement, and the proposed contract type.

2.3. It is the Government's intention to award without discussions (except clarifications as described in FAR 15.306(a), Clarifications and award without discussions). Offerors are encouraged to present their best technical and cost/price proposal in their initial proposal submission. However, in accordance with (IAW) FAR 15.306, should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range determination will be made and will be comprised of all of the most highly rated proposals IAW 15.306(c). If the Government determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals pursuant to FAR Subpart 15.306(c)(2).

2.4. These instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

2.5. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one electronic copy of all unsuccessful proposals. The Government will destroy extra copies of such unsuccessful proposals. No destruction certificate will be issued.

2.6. If an Offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise unsound, the Offeror shall immediately notify the Contracting Officer (KO) in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

2.7. All referenced documents for this solicitation are available on the Government Point of Entry web site at <https://www.sam.gov>. Potential Offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

2.8. Debriefings. The KO will promptly notify Offerors of any decision to exclude them from the competitive range IAW FAR 15.503(a)(1), if one is established,

whereupon they may request and receive a debriefing in accordance with FAR 15.505. The KO will notify unsuccessful Offerors of the source selection decision IAW FAR 15.503(b). Upon such notification, unsuccessful Offerors may request and receive a debriefing. Offerors desiring debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

2.9. Team Member(s)/Teaming Partner(s). For the purpose of performance and technical capability, the Government will consider the Offeror and all subcontractors a “team” when evidence of a signed Teaming Arrangement (TA) or Letter of Intent (LOI) is provided. This solicitation will refer to the Offeror and all identified teaming subcontractors as a “team,” “team members” or “teaming partners.” However, for the purpose of financial capability and financial resources, the Government will only consider information from the prime contractor, whose CAGE code is found on the SF33.

2.10. Teaming Arrangement or Letter Of Intent. To be valid under this solicitation, all team members shall have a signed TA or LOI that commits the parties to performance under this contract, should it be awarded to the Offeror.

(a) A subcontractor without a TA or LOI with the Offeror is **not** considered as part of the “team” and will **not** be evaluated as such.

(b) Technical Capability proposal information and Past Performance Information, submitted for subcontractors without a TA or LOI will **not** be evaluated.

(c) The Government will consider the Offeror and all subcontractors a “team” when evidence of a signed TA or LOI is provided in Volume I, General.

(d) A Joint Venture (JV) will be considered a sole business entity.

(e) Mentor-Protégé (M-P) is a relationship and not a business entity. M-Ps require formal TAs or LOIs to qualify for consideration as a team member.

(f) The proposal shall present a complete, coherent presentation of team abilities as applicable.

3. Proposal Preparation Instructions

3.1. Offeror’s proposal shall consist of five (5) separate volumes: General, Technical Approach, Past Performance, Small Business Participation, and Cost/Price.

3.2. Proposal Format.

3.2.1. Offerors shall submit proposals through electronic means (via e-mail) only.

3.2.2. Page limitations for the volumes are as follows:

Volume	Title	Subfactors	Maximum Page Number Limits	Section Evaluated
1	General		Unlimited	No
2	Technical Approach	Expertise	15	Yes
		Capability and Project Planning	20	Yes
		Data Management	10	Yes
3	Past Performance		25	Yes
4	Small Business Participation		10	Yes
5	Price		Unlimited	Yes

3.2.3. Copies. Only one (1) electronic copy of each volume is required.

3.2.4. Page format. Page size shall be 8 ½" X 11", (when/if printed). All pages shall have a 1" margin on all sides and shall be typed with at least single line spacing. No condensed fonts allowed. Times New Roman, Arial, or similar font preferred. Text shall be a minimum font size of 12. Page numbers, company logos, headers and footers may be outside the page margins and are not bound by the 12 font size, but shall be no smaller than 8-point. Each paragraph shall be separated by at least one blank line. All text pages shall be oriented in portrait, and printed black on white paper (black and white requirement does not apply to graphics, photos, tables, charts, section headings, etc., Company stationery and logos are acceptable). Landscape orientation is acceptable for tables and/or charts if required to properly present the information.

3.2.5. What Counts as A Page? A page shall be an 8 ½" X 11" sheet of paper (when/if printed). Letter size and spacing requirements for illustrations and tables can be at the discretion of the Offeror but must be easily readable. The Offeror shall number each page in order to eliminate any confusion. In the event the Offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages, which may result in information not being evaluated.

3.2.6. Volume Labels. All volumes shall have cover sheets that identify volume number, title, solicitation number, and the Prime Contractor's cage code.

3.2.7. Electronic submissions.

(a) Electronic submission of each volume shall be compatible with the following available Government equipment and software products:

- (1) Adobe Acrobat Reader
- (2) The latest versions of Microsoft Office 365

(b) Sound or video (e.g. MPEG) files shall **not** be embedded into the proposal files.

3.2.8. Page Limit Includes: All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc.

3.2.9. Page Limit does not include cover sheets for volumes, tables of contents, glossary of abbreviations and acronyms, indices, title pages, and section dividers/tabs if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. (NOTE: They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc.) Pages marked “This page intentionally left blank” will not be counted.

3.2.10. Indexing. Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume.

3.2.11. Glossary of Abbreviations and Acronyms. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

3.2.12. Proposal Limitation. The proposal shall not exceed the limits stated above. Pages that exceed the margin, character, or total page limitations will not be evaluated. The Government will not accept any changes to the Offeror’s proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals). If discussions become necessary, page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for ENs responses will be identified in the letters forwarding the ENs to the Offerors.

4. Proposal Content.

4.1. Volume I – General. Offerors are required to submit a completed SF 33 (including acknowledgment of all Amendments), and Section K. Failure to follow the below Contract Proposal preparation instructions may cause your proposal to be deemed unacceptable by the Government. The General Volume shall be organized as follows and contain the identified information.

4.1.1. Executive Summary – Provide an executive summary that describes the significant attributes and theme of its proposal and introduces the Offeror’s team. The offer shall clearly state the Offeror’s business size with respect to NAICS code 541350.

4.1.2. Exceptions/Assumptions - Identification and explanation of any exceptions or deviations. Any assumptions used in the proposal preparation must be identified. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors (Sections A through M). Failure to meet a requirement may result in an offeror being ineligible for award. If the Offeror finds it necessary to take exception to any of the requirements specified in this solicitation, clearly indicate in the applicable Volume each such exception with a complete explanation of why the exception was taken, what benefit accrues to the Government (if any), and its impact (if any) on performance, schedule and cost. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. This information shall be provided in the format below.

Solicitation Exceptions

Solicitation Document	Page/ Paragraph	Requirement/ Portion	Rationale & Impact
<i>Section B, PWS, Section L&M, etc.</i>	<i>Applicable Page and Paragraph Numbers</i>	<i>Identify the requirement or portion to which exception is taken</i>	<i>Describe the rationale and impact of the exception</i>

4.1.3. SF 33 - The Offeror shall submit the SF 33 fully completed. The Offeror is cautioned that the SF 33 must contain an original signature in block 17 of the form (electronic signatures are acceptable). The Offeror shall acknowledge all amendments to the solicitation in accordance with the instructions on the SF 33 and with Section L, FAR 52.215-1, Instruction to Offerors— Competitive Acquisition.

4.1.4. Contact Information. The Offeror shall include a contact list (with phone numbers, fax numbers, mailing addresses, e-mail addresses, etc.) of all leadership personnel who will be involved in the day to day operations of this contract. Specifically, the contact list shall identify a single point of contact for all correspondence. The offeror shall identify a person who is authorized to negotiate on behalf of the contractor. Furthermore, the list shall indicate the person to coordinate with when a new task order is awarded.

4.1.5. Section K (Representation, Certifications, and Other Statements of Offerors) – The Offeror shall ensure that this information is correctly stated in the sam.gov website unless the offeror chooses to provide a copy of this information to the Government. Information received/provided will be reviewed for a compliance check, but will not be evaluated for the purpose of determining technical competency.

4.1.6. Joint Ventures (JVs), Teaming Arrangements, and/or Letters of Intent. Provide all Joint Venture Agreements, TAs and LOI for subcontractors to receive

credit for performing as a team, in accordance with Section L. In the General Volume, provide a list of Team Partners for which a signed TA or LOI was submitted. Teaming Arrangements and/or Letters of Intent will not count against the total page count for the General Volume (Volume 1).

4.1.7. Organizational Conflict of Interest.

- (a) The Government is requesting all potential offerors on this effort to provide the names, duties and responsibilities of all personnel, contractors, and subcontractors who will be involved in the preparation or review of its proposal. The Government also requests potential offerors identify any actual or potential Organizational Conflicts of Interest (OCI) concerns and mitigation matters that the offeror intends to take. Pursuant to FAR 2.101, "Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage." Refer to FAR Part 9.5 for additional details regarding OCIs.
- (b) The Government would request special emphasis on identifying individuals who in the last five (5) years were former government personnel, contractors, or subcontractors performing on any Army Housing Privatization Contract to include former (or current) roles and responsibilities.
- (c) Offerors must provide the following information for **ALL** members of the proposal writing team using the format provided below:
- (1) Company Name:
 - (2) EUI Unique Identity ID:
 - (3) CAGE Code:
 - (4) Complete the following chart:

Name	Proposal Responsibilities	Former Govt Employee <i>or</i> Contractor <i>or</i> Subcontractor Performing on any Army Housing Privatization Contract w/in the past 5 years Y/N	Former/Current Roles & Responsibilities on Contract if “Y” Or NA if “N”	OCI Concern Identified Y/N

*Add rows as needed.

(5) If any member of the proposal writing team is identified as having an OCI concern, the potential offeror SHALL provide a written explanation of the offeror’s plan to effectively mitigate or avoid the OCI concerns for the Government’s review. If the Government determines that the OCI cannot be effectively avoided or mitigated, the offeror may be excluded from the competition.

(d) **Offerors shall provide the OCI information upon receipt of the solicitation, but no but no later than 12:00 (noon), Central Daylight Time, Monday, 24 April 2023, via email to the Contracting Officer and Contract Specialist.** The email subject line should read, “W9124J-23-R-0003, OCI Response.” An offeror who fails to comply with this requirement by the stated date/time may be removed from the competition without any further consideration of its proposal for award. **If you have previously submitted this information, please resubmit it once again to ensure we have the most up to date information.**

(e) The Government further notes that once proposals are received, and if the Government later determines that an organizational conflict exists, this may result in the proposal being determined unawardable and excluded from the competition. As such the Government would recommend that before any additional individuals are involved with an offeror’s proposal development after the proposal submission, that the offeror immediately contact the Contracting Officer.

(f) Include a copy of the email showing submission of the OCI response in the General Volume. Copy(s) of the OCI response e-mails do not count against the total page count listed for the General Volume (Vol 1).

4.1.8. Financial Responsibility.

(a) As part of the Government’s requirement to award to a responsible contractor, as defined in FAR 9.104, all prospective offerors must demonstrate financial capacity. This means that all interested parties are required to submit information for a Financial Capability Risk

Assessment (FCRA) to be conducted by the Defense Contract Management Agency (DCMA). This assessment will provide a comprehensive report to the Contracting Officer which will indicate whether DCMA finds the potential contractor to be a financially responsible and solvent company or not. The assessment takes approximately 45-60 days and will require your company to actively participate by producing financial records and data to the DCMA representative. Failing to cooperate may result in DCMA being unable to produce an opinion about your financial capability and may be grounds for determining your company as non-responsible and therefore unawardable.

(b) The Prime Contractor must demonstrate that it has or can obtain adequate financial resources to perform the contract in accordance with FAR 9.104-1(a) and DFARS 232.072. State whether the Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA) or the Small Business Association (SBA) has conducted a financial assessment within the 12-month period prior to proposal submission; and if so, provide evidence of the assessment results. If results of a DCMA, DCAA, or SBA financial assessment in the last 12 months is not available, follow instructions in paragraph 4.1.7(e).

(c) The Prime Contractor shall fully demonstrate adequate financial resources. If the Offeror intends to rely on internally available working/operating capital, evidence of at least \$6M in availability shall be submitted. If the Offeror plans to rely on financial support from other sources, the Offeror shall submit a single letter of credit from a financial institution. The line of credit must be on the financial institute's letterhead and shall show a minimum of \$6M in line of credit, of which no more than 25% may be utilized. The letter from the financial institution must indicate how much of the LOC is currently utilized. The LOC must already be fully approved and may only be contingent upon award of this contract. A LOC that is contingent upon anything else may be found to be non-compliant with the RFP.

(d) The information in paragraphs (b) and (c) shall be provided for the Offeror, including JVs. If the Offeror is a combination of firms (for example, a partnership or joint venture), discuss the financial responsibilities among the companies.

(e) Offerors that have not had a financial assessment within the 12-month period prior to proposal submission shall request a Financial Capability Risk Assessment by submitting the following information by email to the Contracting Officer and Contract Specialist. The email subject line should read, "W9124J-23-R-0003, Financial Capability Risk Assessment." **This request should be accomplished upon receipt of the solicitation, but no but no later than 12:00 (noon), Central Daylight Time, Monday, 24 April 2023, via email to the Contracting Officer and Contract Specialist.** An offeror who fails to comply with this requirement by the stated date/time may be removed from the competition without any further consideration of its proposal for award.

- (1) Company's Full Name
- (2) UEI Number and Cage Code
- (3) Address (where accounting records are held)
- (4) Company Point of Contact
- (5) POC Phone Number

- (6) Cognizant DCAA Office (address, phone number, DCAA POC, email address (if available))
- (7) Indicate if you are proposing as a stand-alone prime or JV
- (f) Include a copy of the email requesting a Financial Capability Risk Assessment in the General Volume. Copy(s) of the Financial Capability Risk Assessment e-mails do not count against the total page count listed for the General Volume (Vol 1).
- (g) Financial responsibility is not an evaluation criterion. A contract may be awarded to the Offeror who is deemed responsible in accordance with the FAR Subpart 9.1. As such, if an Offeror is deemed non-responsible due to the determination that they lack the financial capability, then they will be ineligible for award. (Note: For a small business, if deemed non-responsible, the matter will be referred to the Small Business Administration to determine whether to issue a Certificate of Competency (COC) per FAR 19.6).

4.1.9. DCAA/DCMA Information. Offerors shall provide the name and address of their cognizant DCAA and DCMA office, DCAA and DCMA POC and phone numbers; last DCAA/DCMA audit date and copy of audit.

4.1.10. Subcontracting Plan. Separate from the Small Business Participation Commitment Document (SBPCD), Offerors identified as “Other than Small Business” under NAICS 541350 must also submit a Subcontracting Plan meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if the offeror has a comprehensive subcontracting plan). Other than Small Businesses must submit an acceptable subcontracting plan to be eligible for award. Subcontracting Plans shall reflect and be consistent with the commitments offered in the Small Business Participation Commitment Document. The small businesses considered in the evaluation shall be listed in any subcontracting plan submitted pursuant to FAR 52.219-9 to facilitate compliance with 252.219-7003(e). The Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a requirement for award to Other than Small Businesses and will be incorporated and conformed into any resultant contract. Other than small business Offerors shall provide the Subcontracting Plan with their proposal submission.

NOTE: The Subcontracting Plan and the Small Business Participation Commitment Document are two **separate** and **independent** requirements (as applicable) and shall not be construed as the same thing.

5.0. Volume II - Technical Approach Volume

5.1. General. The Technical Approach Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical Approach subfactors defined in Section M, Evaluation Factors for Award. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address

how the Offeror intends to meet these requirements. Statements that the Offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered unacceptable. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the Offeror's proposal. Elaborate brochures or documentation, detailed artwork, or other embellishments are unnecessary and are not desired. **Volume II shall not include pricing information.**

5.2. At a minimum, the Technical Approach Volume shall be prepared in a form consistent with the PWS and the evaluation criteria for award set forth in Section M of this solicitation. This volume shall be prepared in an orderly format and with sufficient detail to enable the Government to make a thorough evaluation of the Offeror's technical competence and ability to comply with the contract task requirements specified in the PWS. The Offeror shall address, as specifically as possible, the actual methodology that will be used for accomplishing the PWS tasks. The Offeror shall organize the Technical Approach volume in accordance with the following general outline:

- Table of Contents
- List of Table and Drawings
- Cross Reference Matrix (if applicable)
- Provide a list of Team Partners for which a signed Teaming Arrangement or Letter Of Intent was submitted with this proposal in accordance with paragraph 2.10.
- Technical Approach

- Subfactor 1A: Expertise
- Subfactor 1B: Capability and Project Planning
- Subfactor 1C: Data Management

5.3. Subfactor 1A – Expertise:

5.3.1. This subfactor is applicable to the entire PWS. The Offeror shall outline its corporate expertise related to the entire Army Housing Inspection Single Award Indefinite Delivery / Indefinite Quantity (SA ID/IQ) contract. The proposal shall contain narrative and supporting material (e.g., matrices, charts, other graphics, etc.) determined necessary for the Government to fully understand the Offeror's expertise. The Offeror's response shall provide at least two examples that:

- Demonstrate its company's expertise with a similar requirement performed within the last 5 years (in terms of the size of this requirement and the geographic complexities).
- Demonstrate the company's expertise with managing a similar requirement within the last 5 years. The examples shall identify, at a minimum, the processes,

planning, hiring plan, systems, scheduling, logistics management, subcontractor management, QC, etc. related to the project(s).

- Demonstrate its expertise with managing personnel logistics in an OCONUS location, to include coordinating with SOFA requirements. For instance, what is the company's expertise in executing and managing contracts for similar services in an OCONUS environment?

5.3.2. "Similar" means a similar project dealing with any of the following living/dwelling types: apartment complex; single family homes; townhomes; row homes; condos; and/or HUD homes. Inspections of a newly built dwelling units can be considered provided the construction is complete and the unit is otherwise ready to be lived in. Inspections of dwelling units that are still in the construction phase are not considered "similar". No other type of dwelling facility will be considered "similar". The expertise shall be related to a habitability inspection with a similar certification (defined as similar training such as The American Society of Home Inspectors (ASHI) or InterNACHI certified home inspectors). Inspections of warehouses, office spaces, homes under construction, guard shacks, utility structures, and/or manufactured homes are not considered "similar". The definition of a "living facility" means that it shall be complete with a bathroom, bedroom, living room, and kitchen or efficiency-type of dwelling.

5.4. **Subfactor 1B – Capability and Project Planning:** This subfactor is applicable to the entire PWS. The Offeror shall outline its approach as it relates to the entire Army Housing Inspection contract under this subfactor. The proposal shall contain narrative and supporting material (e.g., matrices, charts, other graphics, etc.) determined necessary for the Government to fully understand the Offeror's approach. The offeror shall explain its technical approach for completing inspections at the following locations:

- Live Task Order for Fort Leavenworth
- Live Task Order for Fort Stewart
- Sample Task Order Camp Humphreys, Korea
- Sample Task Order Wiesbaden, Germany

5.4.1. At a minimum, the response shall indicate how the offeror intends to staff (i.e. recruiting organic staff, teaming arrangements, etc.) the task order along with any supporting personnel who may not be directly involved with the inspections (i.e. working in the background), any and all logistics involved, a timeline of execution, lines of authority, corporate processes, travel arrangements, etc. The offeror's response shall include information regarding how it intends to handle employment turnover, illnesses while on duty (how will the inspections continue if an inspector becomes ill or incapacitated while inspecting), and COVID-19 safety protocols during the inspection of the dwelling units. The response shall indicate the offeror's flexibility and adaptability to schedule changes and shifting priorities and how it will respond. The offeror must establish/explain how it intends to work with

and coordinate with the installation housing office along with its intended plan for working with the installation housing office's communication strategies to get the attention of the occupants.

5.5. Subfactor 1C – Data Management: This subfactor is applicable to the entire PWS. The Offeror shall outline its approach as it relates to the entire Army Housing Inspection contract under this subfactor. The proposal shall contain narrative and supporting material (e.g., matrices, charts, other graphics, etc.) determined necessary for the Government to fully understand the Offeror's approach. The offeror shall explain its technical approach and processes for capturing inspection data, ensuring quality validation of the data, protecting the data, and uploading inspection data into the eMH system. The offeror shall also provide a timeline for how the data management will work for each of the installations identified in paragraph 5.4. The offeror must demonstrate how it intends to accomplish this task and produce the deliverables needed. The offeror must demonstrate its ability to respond to any required changes in either capturing data and/or managing the data, along with how it would respond to any changes in the checklist should one occur post-award.

6.0. Volume III – Past Performance All offerors shall provide at least three (3) but no more than five (5) past performance references to indicate to the Government how well they have performed a similar requirement. The Government will perform a confidence assessment of the offeror's past performance to arrive at a confidence rating. The confidence assessment represents the evaluation of an offeror's past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Past Performance evaluation will be accomplished by reviewing aspects of an offeror's recent and relevant Past Performance, focusing on and targeting performance which is relevant to the effort as it directly relates to the work being procured under this solicitation. Past Performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform a significant portion of the proposed effort based on the total proposed price. The offeror shall submit, along with the information required in this paragraph, a consent letter, executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, the offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the offeror's performance.

This volume shall contain past performance information regarding similar contracts. This volume shall not exceed 25 pages which is inclusive of five pages for each major subcontractor, excluding Past Performance Questionnaire (PPQ) Forms. Offerors shall submit all Government and/or commercial contracts for the prime offeror and each major subcontractor in performance or awarded during the past five (5) years, from the issue date of this RFP, which are relevant to the efforts required by this solicitation. Data concerning the offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The Offeror shall also submit

the written consent of its major subcontractors to allow the disclosure of its subcontractor's past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors for their past performance to be considered. This volume shall be organized into the following sections:

6.1 Section 1 – Contract Descriptions. This section shall include the following information in the following format.

- a) Contractor/Subcontractor place of performance, CAGE Code and UEID Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
- b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers, as applicable.
- c) Government's technical representative/Contracting Officer's Representative and current email address, telephone numbers.
- d) Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers.
- e) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers.
- f) Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).
- g) Total Value of the Contract (beginning & ending value); If you performed as a major subcontractor, how much of the contract value did your company perform?
- h) Original delivery schedule, including dates of start and completion or work.
- i) Final or projected final, delivery schedule, including dates of start and completion of work.
- j) Summary Page: describe the role of the offeror, and of each subcontractor, teaming partner, and /or joint venture partner that will perform a significant portion of this requirement.
- k) Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information so the offeror can respond to such information.
- l) Client Authorization Letters for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror's performance.
- m) Organization Structure Change History— Organizational Structure Change History. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes within the past three years in the organization of your company and of your proposed partners that will perform a significant portion of this requirement. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider

present and past performance information provided by other sources as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

n) A description of the work performed by the offeror, which shall include a narrative describing the similarities between

i. the relevant work performed under the statement of work requirements of the offeror's cited Contract(s); and

ii. the statement of work requirements identified in the PWS for this requirement. In its narrative, the offeror shall specify the location in the cited Contract's statement of work (to include paragraph and page number) that substantiates the relevant work performed.

o) Provide a brief self-assessment of Contract performance. The self-assessment must address performance to meet Technical and Schedule requirements within estimated costs (for cost type contracts).

6.2 Section 2 – Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1, Contract Description, describing the objectives achieved and detailing how the effort is relevant to the requirement of this RFP.

6.2.1 For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The offerors shall also provide copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

6.3 Section 3 – Subcontracts. Offerors shall provide an outline of how the effort required by the RFP will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors. The information provided for the prime offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, UEI Number and type of work to be performed by citing the applicable Government PWS subparagraph number. This includes all subcontractors who will be providing critical hardware/services or whose subcontract is for more than 30% of the total proposed cost/price. This section will further include written consent of major subcontractors to allow the disclosure of their subcontractor's past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors.

6.4 Section 4 – New Corporate Entities. New corporate entities may submit data on prior contracts involving its offices and employees. However, in addition to the other

requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above. Letters of Commitment shall be included in the proposal for these employees in order to be considered.

6.5 Past Performance Questionnaire (PPQ). For all contracts identified in Section 1, Contract Descriptions, a Past Performance Questionnaire (see Attachment 7 – Past Performance Questionnaire) must be completed and submitted unless the contract performance has been evaluated and recorded in CPARS within the past five years. The offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Office no later than the proposal due date, to Stephen.d.noethen.civ@army.mil and colleen.m.rye.civ@army.mil. The offeror shall e-mail to the Contracting Officer a list of all the POCs who were sent a questionnaire. The Government must receive this list no later than the proposal due date. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date the E-Mail was sent to the POC.

6.6 Submissions. Offerors are discouraged from providing points of contact with another contractors' facility, i.e., in case an offeror (or one of his/her team members) is in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors shall provide and submit the prime contract number and all Governmental agency POCs in lieu of subcontract numbers or prime contract POCs in situations as described above.

6.7 Small Business Participation Past Performance. Small Business Participation Past Performance. All Offerors shall submit information substantiating the Offeror's past performance in complying with FAR 52.219-8, "Utilization of Small Business" and FAR 52.219-9, Small Business Subcontracting Plan, to maximize opportunities for U.S. small business subcontractors. Offerors shall also provide a statement indicating whether any negative information has been reported in the past five years concerning the Offeror's past compliance with FAR 52.219-8 or FAR 52.219-9. If any such negative information has been reported, the Offeror may submit explanations or comments responding to such negative information. Offerors with no prior contracts containing FAR 52.219-8 and/or 52.219-9 shall certify the same. For Other than small business, include SF 294 and SF 295 (or Individual Subcontracting and Summary Subcontracting Reports in eSRS) information for Government contracts with these reporting requirements for the last five years. All Offerors shall provide descriptive information for all small business categories. Any information concerning long-term relationships with small business subcontractors, such as mentor-protégé relationships should also be addressed.

6.8 Recent Contracts: Recent Contracts are those performed within five (5) years of the date of issuance of this RFP.

6.9 Relevant Contracts: Relevant Contracts are those which are similar in nature of work, size, and complexity and closely connected to the work required within the PWS. Specifically, relevant contracts are those contracts valued at >\$15,000,000 (total contract/order value) and cover scope area which are closely related to the scope of this PWS.

6.10 Offerors shall submit at least three (3) but no more than five (5) past performance references. If proposing with teaming partners, then past performance information shall be submitted on up to three relevant contracts for the prime, and up to two relevant contracts for each team member. The prime offeror has the discretion to choose which teaming partners it wishes to have evaluated for past performance references.

7.0 Volume IV-- Small Business Participation

1. All Offerors (both small and other than small businesses) are required to submit a Small Business Participation Commitment Document (SBPCD) individually addressing the following areas:

- a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in the SBPCD.
- b. The extent of commitment to use such firms (and enforceable commitments will be considered more favorably than non-enforceable ones).
- c. Identification of the complexity and variety of the work small firms are to perform.
- d. The extent of participation of small business prime Offerors and small business subcontractors in terms of the percentage of the Total Contract Value (TCV). The Minimum Quantitative Requirement (MQR) for Small Business Participation is 12.00%.
- e. The extent to which the Offeror meets or exceeds the Socioeconomic MQRs in terms of percentage of TCV. The socioeconomic MQRs for this procurement are:
 - Small Disadvantaged Business (SDB): 3.00%
 - Woman-Owned Small Business (WOSB): 3.00%
 - HUBZone Small Business: 2.00%;
 - Veteran Owned Small Business (VOSB): 2.00%; and
 - Service Disabled Veteran Owned Small Business (SDVOSB): 2.00%

2. TCV, for the purpose of this solicitation, is defined as the proposed price of all Firm Fixed Priced (FFP) CLINs; plus any costs associated with travel under the Cost-Reimbursable CLIN.

3. The SBPCD applies to both small and other than small businesses and will be incorporated and conformed into any resultant contract. Small business prime offerors may achieve small

business participation (meet or exceed MQRs) through their own performance/participation as a prime and also through subcontracting to other small businesses. The following shall be submitted as evidence of small business participation:

a. Type of Business of Prime Contractor: Check all applicable boxes

- ☐ Other than small business
- ☐ Small (also check type of Small Business below)
- ☐ Small Disadvantaged Business
- ☐ Woman-Owned Small Business
- ☐ Historically Underutilized Zone Small Business
- ☐ Veteran Owned Small Business
- ☐ Service Disabled Veteran Owned Small Business

Of the proposed TOTAL CONTRACT VALUE, not total subcontract value, identify the proposed dollar value and percentage of anticipated awards to small business. All percentages shall use TOTAL CONTRACT VALUE as a baseline. Include only first tier U.S. subcontractors. If the prime Offeror including any U.S. small business concerns who are proposing as part of a JV or teaming arrangement is itself a U.S. small business concern under **NAICS 541350** so state. In that case, the Offeror's own participation as a SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB will also be considered small business participation to the extent it is qualified under **NAICS 541350** for the purpose of this evaluation.

	Dollar Value**	Percentage of Total Contract Value
Large Business	\$	%
Small Business	\$	%
Total Contract Value	\$	100%*

Note:

***Include the prime Offeror's dollars and percentage. When combined, large and small business totals must equal 100% of Total Contract Value.**

****Provide a summary chart for the basic contract period and each ordering year.**

b. Small Business Participation: Please indicate the total percentage of participation to be performed by each type of small business subcategory. All percentages should use TOTAL CONTRACT VALUE as a baseline. Small businesses that qualify in multiple small business categories may be counted in each category. This is a competitive requirement; therefore, the Offeror should propose its BEST EFFORT for the socioeconomic categories

Socioeconomic Category	Dollar Value*	Percentage of Total Contract Value
SDB	\$	%
Women-Owned SB	\$	%

HUBZone SB	\$	%
Veteran-Owned SB	\$	%
Service Disabled Veteran-Owned SB	\$	%

****Provide a summary chart for the basic contract period and each ordering year**

c. List principal supplies/services to be performed by Small Businesses: Small business primes and small business subcontractors that qualify as small businesses in multiple small business categories should be listed in each applicable small business category.

Name of Company (Include CAGE Code)

Type of Service/Supply

Small Business:

Small Disadvantaged Business:

Women-Owned Small Business:

Historically Underutilized Business Zone:

Veteran-Owned Small Business:

Service Disabled Veteran Owned Small Business:

d. Extent of commitment: Describe the extent of commitment to use small businesses (for example, what types of commitments if any are in place for this specific acquisition either –

small business prime, written contract, verbal, enforceable, non-enforceable, JV, mentor-protégé, etc.) Provide documentation regarding commitments to small business for this effort including teaming agreements. Copies of such agreements should be provided as part of the SBPCD and will not count against the page limitation.

Note: Subcontracting plan goals are calculated as a percentage of subcontracted dollars as opposed to small business participation which is calculated as a percentage of the TCV dollars.

8.0 Volume V-- Price

The volume shall be organized into the following sections:

(1) Electronic Copy. The price proposal shall be delivered via electronic means (email) and shall conform to the format provided by the Government and as stated within the RFP. The data may not be password protected. Electronic links are only permissible within the Price Volume. If files contain links, the links must be intact and maintained through all revisions. The Offeror shall not include pivot tables in Excel spreadsheets. The Offeror shall provide a completed version of Section B Services and prices must be rounded to the nearest hundredth cent point. Any rounding errors will be adjusted/rounded downward in the Government's favor. All offerors shall also follow the instructions found in Addendum B-1 Pricing Matrix and provide a completed version with its proposal. All information relating to the proposed price must be included in the pricing matrix. Electronic versions of the price proposal shall be submitted in a format compatible with latest versions of Microsoft Office 365 and files should not be read only or password protected. All Excel formulas, lookup tables, and links should be intact, and no links should exist to files not included with the submission. Excel workbooks shall not contain hidden spreadsheets, rows, and/or columns. PDF or flat files will not be considered adequate for pricing. Failure to comply with these formatting requirements may result in rejection of your proposal.

(2) Compliance: Failure to comply with the RFP requirements for Price information may result in an adverse assessment of an offeror's proposal and reduce or eliminate its chance of being selected for award. Offerors shall ensure that the information presented in this volume is consistent and correlates with the information contained in the other proposal volumes. Also, the Offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the SF33 and continuation sheets.

(3) General Instructions. In accordance with Federal Acquisition Regulation (FAR) 15.402 and 15.403-1, certified cost or pricing data are not required based on the fact that adequate competition is expected for this procurement. As long as the offeror fills out a completed version of Addendum B-1 Pricing Matrix, any other information other than certified cost or pricing data may be provided in contractor format provided that sufficient information is made available. Information submitted shall be prepared following the instruction in FAR 15.403-5. If after receipt of proposals the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions at FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data. Additionally, in the event that adequate competition is not obtained, the Contracting Officer may incorporate FAR 52.215-20 entitled, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data," into the solicitation and request a Certificate of Current Cost or Pricing Data. There are no

page limitations for this volume. Proposal information included in this volume which is not directly related to Cost will be disregarded.

(4) Pursuant to the Service Contract Labor Standards (SCLS), the determination by the Secretary of Labor as to the applicable minimum monetary wage and fringe benefits will be made part of any resulting contract. The Government has incorporated the applicable Area Wage Determinations. The Offeror shall provide a crosswalk of the proposed labor categories and labor rates to the appropriate SCLS Wage Determination as applicable in a new tab within Addendum B-1 Pricing Matrix. The Offeror shall not escalate SCLS labor wages in the out years in its proposal. Upon the anniversary date of the contract, the most current wage determination with updated wages, health & welfare, etc will be incorporated.

(5) CLIN Structure: The offeror shall provide a completed version of Addendum B-1 Pricing Matrix pricing proposal that presents the following information:

CLIN X001 shall be priced with all associated Program Management costs for the duration of the contract. Program Management and administrative labor and items not directly attributed to the site inspections may be proposed in this CLIN.

CLIN X002 shall be priced with the unit cost per standard inspection multiplied by the estimated annual inspection quantity based on the locations provided within Exhibit A for CONUS locations

CLIN X003 shall be priced with the unit cost per Facility Condition Assessment per unit multiplied by the estimated annual inspection quantity based on the locations provided within Exhibit A for CONUS locations.

CLIN X004 shall be priced with the unit cost per standard inspection multiplied by the estimated annual inspection quantity based on the locations provided within Exhibit A for OCONUS locations.

CLIN X005 shall be priced with the unit cost per Facility Condition Assessment per unit multiplied by the estimated annual inspection quantity based on the locations provided within Exhibit A for OCONUS locations.

CLIN X006 Travel Costs: Offeror's shall propose the Not-To-Exceed travel costs based on locations identified in Exhibit A for each ordering periods of the contract. The proposed "Not-To-Exceed" amount for each ordering period will be made binding in the resulting contract, and the awardee will not be permitted to request an increase via post-award. In no event shall the sum of all Travel CLINs exceed \$3,000,000. All offeror's shall consider their applicable Material and Handling and/or applicable G&A rates for travel expenses when proposing these "Not-to-Exceed" Amounts. For clarity, the Not-to-Exceed amounts are inclusive of any applicable indirect rates. No fee shall be applied to travel costs.

CLIN X007 shall be priced with any and all Other Direct Costs associated with the performance of this contract for the OCONUS locations provided within Exhibit A. This CLIN shall include OCONUS related other costs such as Defense Base Act (DBA) Insurance coverage, Licenses, or

other costs associated with the deployment of the offeror's personnel shall be billed to the COST CLIN. No direct labor or travel costs shall be charged under this CLIN. The proposed "Not-To-Exceed" amount for each ordering period will be made binding in the resulting contract, and the awardee will not be permitted to request an increase via post-award. In no event shall the sum of all ODC CLINs exceed \$600,000. All offeror's shall consider their applicable Material and Handling and/or applicable G&A rates for ODC expenses when proposing these "Not-to-Exceed" Amounts. For clarity, the "Not-to-Exceed" amounts are inclusive of any applicable indirect rates. No fee shall be applied to this CLIN.

CLIN X008 shall include any and all anticipated costs associated with the Service Contract Reporting (SCR) requirement. Offeror's shall indicate if this CLIN is not separately priced. Any proposed amount for each ordering period will be made binding in the resulting contract, and the awardee will not be permitted to request an increase via post-award.

Note: The contemplated contract type is a Single-Award IDIQ with ordering periods broken out by annual years. If the Government accelerates the schedule and all inspections are completed within the first, second, third, or fourth ordering period, the Government is not obligated to "order" services for years where no inspections will occur. For example, if all inspections are completed within the first three ordering periods, CLINs 400X and 500X will not be ordered.

(6) First and Second Task Orders: The pricing for these task orders shall be in strict accordance with the pricing structure presented by the offeror in the aforementioned paragraphs. All offerors shall provide their pricing for the first two task orders which will be as follows:

- a. Task Order #001: This task order will be for the purpose of procuring CLIN 0001 Program Management support services and CLIN 0008 SCR for the first twelve (12) months of the ordering period. The Period of Performance will be from the date of contract award through twelve (12) months thereafter. This task order shall not contain any other pricing information.
- b. Task Order #002: This task order will be for the purpose of procuring CLINs 0002, 0003, & 0006, as follows:
 - i. CLIN 0002: 1,441 Standard Inspections at Fort Leavenworth & 3,062 Standard Inspections at Fort Stewart
 - ii. CLIN 0003: 254 FCA/BCI Inspections at Fort Leavenworth & 540 FCA/BCI Inspections at Fort Stewart.
 - iii. CLIN 0006: Any travel expenses associated with completing the inspections at Fort Leavenworth and Fort Stewart.

(7) OCONUS Task Orders: The OCONUS task orders for Camp Humphreys and USAG Wiesbaden shall be priced for the purposes of demonstrating to the Government that the offeror understands what is required to accomplish the inspections in the OCONUS locations identified. The unit cost of the inspections shall be in line with Paragraph (5) CLIN Structure but at the rates established for Ordering Year 5 and shall not be a different rate. The pricing information for CLIN 0002, 0003, and 0004 shall be for illustration purposes only. The pricing information for CLINs 0004 and 0005 shall be in accordance with the pricing proposed within the IDIQ. If

awarded the contract, the task order(s) for the OCONUS locations will not be awarded at the same time as the IDIQ award but rather at a later date in the future. As such, the Government understands that the pricing proposed for CLIN 0006 - Travel may be different when the time comes for the award of these installations than what was originally proposed with the IDIQ. However, this shall not be an opportunity or instance where the \$3,000,000 (or the lesser dollar value proposed by the offeror) ceiling/NTE value for travel will be exceeded.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-22	Alternative Line Item Proposal	JAN 2017
52.233-3	Protest After Award	AUG 1996
52.237-1	Site Visit	APR 1984
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	JAN 2023
252.215-7016	Notification to Offerors--Postaward Debriefings	DEC 2022
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii)

showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest

number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Mr. Stephen D. Noethen
Contracting Officer

Mission & Installation Contracting Command – Fort Sam Houston
2205 Infantry Post Road
Building 604
Fort Sam Houston, TX 78234
(210) 658-3391
Stephen.d.noethen.civ@army.mil

(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)

Section M - Evaluation Factors for Award

EVALUATION FACTORS**SECTION M: EVALUATION FACTORS FOR AWARD****1.0 Basis for Contract Award**

- 1.1** This is a best value subjective tradeoff source selection conducted in accordance with FAR Part 15, “Contracting by Negotiation,” in conjunction with procedures as delineated in FAR Part 15.3, “Source Selection” as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). The Government intends to make a single award for all the work to one contractor as a result of the solicitation to the offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation’s requirements (to include all stated terms, conditions, representations, certifications, and all other information required in Section L and is judged the best value to the Government using a subjective trade-off process). Awards will be based upon an integrated assessment of all non-Price (Technical, Past Performance, and Small Business Participation) and Price Factors. As part of this assessment, the Government will determine whether exceeding the minimum requirements at an associated price provides the best value to the Government. The award will be made based on the best overall value proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four evaluation factors: Technical Approach, Past Performance, Small Business Participation, and Price. The Technical factor is more important than the Past Performance factor, which is more important than the Small Business Participation factor, which is more important than the Price factor. The Technical Approach and Past Performance factors **combined** are significantly more important than the Small Business Participation factor and the Price factor. The Small Business Participation factor is more important than the Price factor. To receive consideration for award, a rating of no less than “Acceptable” must be achieved for the Technical factor (to include all subfactors) and the Small Business Participation factor, and a rating of no less than “Neutral Confidence” for the Past Performance factor. Additionally, any offeror other than small business offeror must have an acceptable Small Business Subcontracting Plan to receive an award in accordance with FAR 19.702(a). Offerors will be cautioned that the award may not necessarily be made to the lowest priced offered or the highest-rated proposal. **NOTE: ALL NON-PRICED FACTORS WHEN COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE.**
- 1.2** This process permits subjective trade-offs among price and non-price factors and allows the Government to award to other than the lowest priced proposal or other than the highest technically rated proposal to obtain objective performance (versus threshold), lower risk, or innovative and technologically superior solutions. However, the degree of importance of price as a factor in determining award could become greater depending upon the equality of the proposals evaluated in the non-price factors. The greater the equality of proposals within the non-price factors, the more important price becomes in selecting the best value to the Government.
- 1.3** The Government will evaluate proposed prices for reasonableness using price analysis techniques. Proposed prices evaluated as unreasonable may be grounds for eliminating a proposal from competition.

- 1.4** The Government is looking for the offeror that demonstrates superior technical expertise in order to mitigate the risk inherent in the performance of this requirement. A proposal that demonstrates superior processes, plans, and ability to provide better qualified personnel may be worth more to the Government than a proposal that just meets the minimum needs.
- 1.5** Award for All of the Work: The Government intends to award a single Firm Fixed Price contract as a result of this Request for Proposal. Offers received for less than the stated number of items listed in the pricing exhibit will be considered ineligible for award.
- 1.6** Discussions/Competitive Range Information. As set forth in Section L, the Government intends to evaluate proposals and award without discussions with offerors (except clarifications as described in FAR 15.306(a), Clarifications and award without discussions). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- 1.7** The following factors shall be used to evaluate offers: Factor 1: Technical Approach
Subfactor 1: Expertise
Subfactor 2: Capability and Project Planning Subfactor 3: Data Management
Factor 2: Past Performance
Factor 3: Small Business Participation Factor 4: Price
- 1.8** Relative Order of Importance of Factors and Subfactors: The importance of the Non-Price Evaluation Factors is in the following descending order of importance with the most important factor listed first:
Factor 1 – Technical Approach
Factor 2 – Past Performance
Factor 3 – Small Business Participation
Factor 4 – Price

All subfactors are listed in descending order of importance with the most important subfactor listed first:

- Subfactor 1 – Expertise
- Subfactor 2 – Capability and Project Planning
- Subfactor 3 – Data Management

In order to be considered for award, an Offeror shall receive a rating of "Acceptable" or higher under all technical subfactors, and a rating of "Neutral Confidence," "Satisfactory Confidence" or "Substantial Confidence" under Past Performance. An offeror shall also receive a rating of at least "Acceptable" for its Small Business Participation factor in order to be eligible for award. In accordance with FAR 15.304(e), all evaluation factors other than Price, when combined, are

significantly more important than Price. A “Marginal” or an “Unacceptable” rating in any subfactor will automatically carry forward to the factor rating. Evaluation of the offeror’s proposal shall address each Technical subfactor as it applies to the Performance Work Statement (PWS).

1.9 Factor 1 – Technical Approach. The proposal will be evaluated on the clarity and reasonableness of the technical approach, as well as demonstrated expertise to accomplish the complexity and magnitude of the Government’s requirement. The offeror shall demonstrate a technical approach that successfully accomplishes the PWS requirements.

- 1.9.1 Subfactor 1: Expertise.** This subfactor will evaluate the Offeror’s demonstrated expertise with the requirements of the PWS. The Government will evaluate the two examples provided and determine whether the examples are relevant to this requirement and if the offeror clearly demonstrated its company’s expertise with a similar requirement (in terms of the size of this requirement and the geographic complexities). The offeror will be evaluated to determine if the offeror’s expertise is relevant and demonstrates a comprehensive understanding of the requirement. The examples will be evaluated to assess the relevant expertise demonstrated related to managing a similar requirement within the last five years in terms of its processes, planning, hiring plan, systems, scheduling, logistics management, subcontractor management, QC, etc. related to the project(s). The offeror will be evaluated regarding its expertise with managing personnel logistics in an OCONUS location, to include its expertise with coordinating SOFA requirements. This section will be evaluated for relevance, clarity, practicality, and plausibility.
- 1.9.2 Subfactor 2: Capability and Project Planning.** This subfactor will be evaluated for how the offeror intends to accomplish the entire Army Housing Inspection contract, the two live task order areas of Fort Stewart and Fort Leavenworth, and the two sample task order areas of Camp Humphreys, Korea and Wiesbaden, Germany. The Government will evaluate whether the offeror adequately provided a reasonable and realistic approach on completing the entire Army Housing Inspection contract. The Government will evaluate whether the offeror adequately described its approach on how it intends to accomplish the two live task order CONUS locations: Fort Stewart and Fort Leavenworth, and two sample OCONUS locations: USAG Camp Humphreys and USAG Wiesbaden. The offeror will be evaluated on how it intends to work with and coordinate with the installation housing office along with its intended communication strategies to get the attention of the occupants. The Government will evaluate whether the offeror adequately described its approach on how it intends to staff the task orders (i.e. are the staffing solutions viable for the geographic area?), any and all logistics involved, a timeline of execution, lines of authority, corporate processes, travel arrangements, etc. The Government will evaluate the offeror’s identified strategy regarding how it intends to handle employment turnover, illnesses while on duty (how will the inspections continue if an inspector becomes ill or incapacitated while inspecting), and COVID-19 safety protocols during the inspection of the dwelling units. The offeror identified its approach on how it will remain flexible and adaptable to schedule changes and shifting priorities. All information presented will be evaluated for clarity, practicality, plausibility, effectiveness, and any demonstrated efficiencies.
- 1.9.3 Subfactor 3: Data Management.** The offeror clearly and adequately explained its technical approach and processes for capturing inspection data, ensuring quality validation of the data, protecting the data, and uploading inspection data into the eMH system. The offeror identified a timeline for how the data management will work for each of the installations identified in paragraph 5.4. To be considered acceptable, the offeror must demonstrate how it intends to accomplish this task and produce the deliverables needed. This subfactor will be evaluated to determine the offeror’s ability

to respond to any required changes in either capturing data and/or managing the data, along with how it would respond to any changes in the checklist, should one occur post-award. This section will be evaluated for clarity, practicality, plausibility, effectiveness, and any demonstrated efficiencies.

- 1.10 Rating Schemes:** In accordance with the Army Source Selection Supplement (AS3), Section 3.1, the Army methodology for evaluating Technical Approach and Related Risk is the Combined Technical/Risk Rating, (see Table 1 below). This methodology considers risk, in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings. In consideration of any risk identified within the proposal, strengths and weaknesses may be offsetting. All technical subfactor ratings will be considered to determine one overall adjectival Technical Approach Factor rating. However, if any one subfactor receives a “Marginal” or an “Unacceptable” rating, that will result in a “Marginal” or an “Unacceptable” rating, respectively, for the overall Technical Factor. An offeror must receive a minimum of an “Acceptable” Technical Factor rating to be eligible for award.

TABLE 1 – COMBINED TECHNICAL/RISK RATINGS	
Rating	Description
Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

- 1.10 Factor 2 - Past Performance.** Past Performance evaluation will assess the relative risks associated with an offeror’s likelihood of success in performing the solicitation’s requirements as indicated by that offeror’s record of past performance. The evaluation will focus on the past performance of the offeror (to include that of any joint venture partner or subcontractor that will perform major or critical aspects of the requirement), how the proposal describes that past performance so to demonstrate the depth and breadth necessary to satisfactorily perform the requirement, and how the overall experience proposed by the offeror mitigates risk and enhances the likelihood of successful performance. Performance risk is assessed at the factor level after evaluating aspects of the offeror’s

recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. In each case, the prime contractor and proposed subcontractors that will perform major or critical aspects of the requirement will be assessed individually and the results will then be assessed in their totality to derive the offeror's Past Performance Rating. The Government will conduct an in-depth evaluation of all performance information submitted to determine if it is the same or similar in nature, size, and complexity to the services being procured under this solicitation. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data obtained from other sources. Past Performance areas of evaluation (not all inclusive):

- Quality of Service
- Level of complexity of Services
- Schedule
- Cost Control
- Business Relations
- Customer Satisfaction

1.10.1 In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance Volume and information obtained from other sources, such as the Contractor Performance Assessment Reporting System (CPARS) or similar systems, DCMA, commercial sources, or information obtained from Government employees who are familiar with the company being represented in the Past performance reference.

1.10.2 Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable performance rating by the Government. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the 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 neutral past performance. In the context of acceptability/unacceptability, "neutral" shall be considered "acceptable." A strong record of relevant present and past performance may be considered more advantageous to the Government than a "Neutral Confidence" rating.

All past performance comments received will be considered and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. Offerors with no past performance may provide the equivalent information on company officials and/or personnel proposed for this action. If the offeror has no relevant past performance, they will be rated as "Neutral Confidence" rating.

There are three aspects to the past performance evaluation: recency, relevancy and quality. The first is to evaluate the offeror's past performance to determine how recent the past performance example is. The second is to determine how relevant a recent effort accomplished by the offeror is to the effort being acquired through this source selection. The third is to assess the quality of the offeror's past performance on those recent efforts that were determined relevant by determining how well Offerors have performed on the contracts.

- 1.10.3 **Recency Assessment.** An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past five (5) years from the date of issuance of this RFP. Past performance information that fails this condition will not be evaluated.
- 1.10.4 **Relevancy Assessment.** Relevant Contracts are those which are similar in nature of work, size, and complexity and closely connected to the work required within the PWS. Specifically, relevant contracts are those contracts valued at >\$15,000,000 (total contract/order value) and cover scope area which are closely related to the scope of this PWS. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature, size, and complexity to the services/products being procured under this solicitation.
- 1.10.4.1 There are four levels of relevancy as shown in Table 2. With respect to relevancy, more relevant past performance is a stronger predictor of future success and will have more influence on the past performance confidence assessment than past performance of lesser relevance.
- 1.10.4.2 A relevancy determination of the offeror's (including joint venture partner's) and major and critical subcontractor's) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. The past performance information provided in the proposal and obtained from other sources will be used to establish the degree of relevancy of past performance as stated in Table 2. Offerors without a record of relevant past performance will not be evaluated favorably or unfavorably on past performance and will receive a "Neutral Confidence" rating.
- 1.10.5 Past performance information may be provided by the offeror, as solicited.
- 1.10.6 Past performance information may be obtained from questionnaires tailored to the circumstances of the acquisition.
- 1.10.7 Past performance information may be obtained from any other sources available to the Government, to include, but not limited to, the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; and the Defense Contract Management Agency.

Table 2: Adjectival Ratings

Adjectival Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

- 1.10.8 **Quality Assessment.** Assess the quality of the offeror's past performance on those recent efforts that

were determined relevant by determining how well Offerors have performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.

- 1.10.9 Performance Confidence Assessment. The final step is for the evaluation team to arrive at a single consensus performance confidence assessment for the offeror, selecting the most appropriate rating from the chart below. In order to be considered for award, an Offeror shall receive a rating of "Neutral Confidence," "Satisfactory Confidence" or "Substantial Confidence" under Past Performance. In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings in the following table:

Table 3: Performance Confidence Assessment Rating Method

Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

- 1.10.10 In the case of Offerors for which there is no information on past contract performance or where past contract performance information is not available, the Offeror may not be evaluated favorably or unfavorably on the factor of past contract performance (see FAR 15.305(a)(2)(iv).) In this case, the Offeror's past performance is unknown and assigned a performance confidence rating of "neutral." Although the SSEB may not rate an Offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the Source Selection Evaluation Board (SSEB) may recommend and the SSA may determine, that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in a best value tradeoff as long as the determination is consistent with stated solicitation criteria.

Factor 3- Small Business Participation.

IAW Defense FAR Supplement (DFARS) 215.304(c)(i), the extent to which offeror's identify and

commit to small business performance of the contract shall be evaluated. Offerors shall submit a Small Business Participation Commitment Document (SBPCD) which specifies the offeror's level and degree of commitment to small business utilization/participation in performance of this requirement. An SBPCD is required from all offerors, including companies with commercial plans and comprehensive subcontracting plans. The Government will evaluate the following:

- a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in the SBPCD;
- b. The extent of commitment to use such firms (and enforceable commitments will be considered more favorably than non-enforceable ones);
- c. Identification of the complexity and variety of the work small firms are to perform;
- d. The extent of participation of small business prime Offerors and small business subcontractors in terms of the percentage of the value of the TCV; and
- e. The extent to which the Offeror meets or exceeds the socioeconomic Minimum Quantitative Requirements (MQRs).

All prime offerors, **including small businesses**, submitting a proposal are required to meet or exceed the Minimum Quantitative Requirement(s) (MQRs) relative to the total contract value as follows:

Small Business (SB) 12.00%

Small Disadvantaged Business (SDB) 3.00%

Women Owned Small Business (WOSB) 3.00%

HUBZone-Certified Small Business (HUBZone) 2.00%

Veteran-Owned Small Business (VOSB) 2.00%

Service-Disabled Veteran-Owned Small Business (SDVOSB) 2.00%

For the purpose of this solicitation, Total Contract Value (TCV) is defined as the proposed price of all Firm Fixed Priced (FFP) CLINs; plus any costs associated with travel under the Cost-Reimbursable CLIN. Small business prime offerors may achieve small business participation (meet or exceed MQR) through their own performance/participation as a prime and also through subcontracting to other small businesses. All offerors are required to submit Small Business Participation Commitment Documents in accordance with the instructions in Section L. Small business participation commitments will become requirements and be incorporated into the resulting contract.

The contractor shall report actual achievement of small business participation results on a quarterly basis and shall discuss performance in achieving the small business commitments/requirements.

Small business utilization metrics/performance requirements are specified in the Performance Requirements Summary of the Quality Assurance Surveillance Plan.

Small Business Participation Factor Rating Definitions: The Government will assign an overall Small Business Participation rating using the ratings identified in the table below. The Government will evaluate the five (5) participation areas noted above in determining the rating assigned to Small Business Participation. The five (5) areas will not be assigned individual ratings, but will be used to determine an overall rating for the Small Business Participation Factor. To receive consideration for award, a rating of no less than “Acceptable” must be achieved for the Small Business Participation factor. All five (5) areas are weighted equally.

Table 4: Small Business Participation Factor Rating Definitions:

Small Business Participation Factor Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Purple	Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

Table 5: Indicators of Ratings by Small Business Participation Area:

Table 5. Indicators of Ratings by Small Business Participation Area (For Reference Purposes Only)					
Indicators for Assigned Ratings	Extent to Which SB Firms are Specifically Identified	Extent of Commitment to Use SB Firms	Complexity & Variety of Work SB Firms will Perform	Extent of Participation of SB Firms in Terms of the Total Contract Value (TCV)	Extent to Which the Offeror Meets or Exceeds the Small Business Participation Goals
Outstanding	SB Firms are identified by name in each category proposed.	Enforceable written Agreements in place with all SB firms.	Wide variety of work to be provided by SB firms to include technically complex work.	SB firms will perform a significant amount of the TCV, which exceeds the SB MQR by more than 14.5% (>27% SB participation)	Exceeds all five socioeconomic MQRs by more than 2%.

Table 5. Indicators of Ratings by Small Business Participation Area (For Reference Purposes Only)					
Indicators for Assigned Ratings	Extent to Which SB Firms are Specifically Identified	Extent of Commitment to Use SB Firms	Complexity & Variety of Work SB Firms will Perform	Extent of Participation of SB Firms in Terms of the Total Contract Value (TCV)	Extent to Which the Offeror Meets or Exceeds the Small Business Participation Goals
Good	SB Firms are identified by name in most categories proposed.	Enforceable written agreements in place with most SB firms.	Some variety of work to be performed by SB firms to include technically complex work.	SB firms will perform a meaningful amount of the TCV, which exceeds the SB MQR by 5% to 14.4% ($\geq 17\%$ to $\leq 26.4\%$ SB participation)	Meets all socioeconomic MQRs and exceeds two to four socioeconomic MQRs by more than 2%.
Acceptable	SB Firms are identified by name in some categories proposed.	Written agreements in place with some SB firms.	Some variety of work to be performed by SB firms yet absent technically complex work.	SB firms will perform an adequate amount of the TCV, which meets the SB MQR of 12% ($\geq 12\%$ to $< 17\%$ SB participation)	Meets all socioeconomic MQRs but does not exceed two or more socioeconomic MQRs by more than 2%.
Marginal	SB Firm identified by name in only one category proposed.	Written agreement in place with only one SB firm.	SB firms will only be utilized to provide supplies on the contract.	SB firms will provide a minimal amount of the TCV ($< 12\%$ to $> 5\%$ SB participation).	Meets at least one socioeconomic MQR, but does not meet all socioeconomic MQRs.
Unacceptable	No SB Firms Identified by Name.	No indication of any written agreement in place with any SB firm.	No identification of how SB firms will be utilized.	SB firms will provide an insignificant amount of the TCV ($\leq 5\%$ SB Participation).	Does not meet any of the socioeconomic MQRs.

- 1.12 Factor 4 – Price. Price will not be assigned an adjectival rating. The Offeror’s proposed prices will be evaluated for reasonableness, balance, and completeness/accuracy.
- 1.12.1 The existence of adequate price competition is expected to support a determination of reasonableness. Other price analysis techniques in accordance with FAR 15.404-1(b) may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of Government obtained information, additional information in accordance with FAR 15.402(a) may be required from the Offeror to support the proposed price.
- 1.12.2 Completeness/Accuracy. The Offeror’s proposal is in compliance with the Price Volume instructions in the solicitation. When evaluating price the Government reserves the right, without entering discussions, to de-conflict or correct situations involving clerical errors, minor mathematical errors, rounding discrepancies or obvious misplacement of decimal points where there is a negligible impact on price.
- 1.12.3 Balanced Pricing – In accordance with FAR 15.404-1(g), unbalanced pricing will be evaluated to assess potential performance risk which could result in unreasonably high prices. Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items (including all ordering periods) is significantly overstated or understated as indicated by the application of price analysis techniques. Offers that are determined to be unbalanced may be rejected if the lack of

balance poses an unacceptable risk to the Government.

- 1.12.4 The offeror's completed version of Addendum B-1 Pricing Matrix will be reviewed for compliance with the solicitation.
- 1.12.5 The Total Evaluated Price (TEP) will be the overall grand total found in the offeror's Addendum B-1 pricing matrix. The TEP to be used for determining best value will be calculated as follows:
 - (1) For FFP CLINs, the TEP will be calculated by taking the offeror's proposed unit price times the quantity identified within "Addendum B-1 Pricing Matrix" including SCR CLINs unless Not-Separately-Priced; plus
 - (2) For Cost CLINs (ODCs and Travel) - The evaluated price for these CLINs shall be the sum of the proposed "Not-to-Exceed" ODC amount.
- 1.12.6 The total proposed price for the two CONUS task orders will not be further evaluated because it shall be based on the pricing information which will be evaluated in 1.12.5.
- 1.12.7 The total proposed price for the OCONUS installations will be evaluated for clarity and compliance with the pricing proposed at the IDIQ level. Any discrepancy between the IDIQ pricing and the extended price for these installations may be considered non-compliance and may result in the proposal being deemed unawardable.