

Chapter 2
**Contract Format
and the FAR System**



2014 Contract Attorneys Deskbook

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CHAPTER 2

CONTRACT FORMAT AND THE FAR

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CHAPTER 2

CONTRACT FORMAT AND THE FAR

I. INTRODUCTION TO CONTRACT REVIEW

- A. The key to successful contract review is to integrate yourself into the acquisition from the very beginning (proactive vs. reactive lawyering).
- B. Every acquisition starts with *Acquisition Planning*. See Federal Acquisition Regulation (FAR) Part 7; Defense Federal Acquisition Regulation Supplement (DFARS) Part 207. Be a part of the *Acquisition Planning Team*. Establish a rapport with your supported contracting office / resource management office. The FAR can be found at <http://www.acquisition.gov/far/>. The FAR, DFARS, Army, Navy, Air Force, Marine, and other agencies' regulations can be found at <http://farsite.hill.af.mil/>.
- C. Checklists.
 - 1. You will find contract review checklists to be very helpful when you first start reviewing contracts. If your office does not already have checklists, contact another office.
 - 2. A basic contract review checklist is at Attachment 1.
- D. Legal Reviews.
 - 1. Contracting officers must obtain legal advice during all phases of acquisitions. Legal counsel shall review proposed contracting actions in accordance with locally established procedures and as otherwise required by law, regulation, or policy. The AFARS 5101.602-2 does not include a list of actions requiring legal review, but the AFFARS 5301.602-2 does include a list that can be used as a good reference for the types of matters that a contracting officer must obtain legal advice, coordination, and review for, regardless of dollar amount:
 - (a) When there is doubt or controversy about the interpretation or application of statutes, directives, and regulations;
 - (b) When using or applying unique or unusual contract provisions;
 - (c) When actions are likely to be subject to public scrutiny or receive higher-level agency attention;
 - (d) When a protest or claim is likely;

- (e) When contemplating the use of alternative dispute resolution;
- (f) Use of liquidated damages provisions in contracts for other than construction;
- (g) Award fee or award term plans;
- (h) Source selection decisions and supporting documentation for actions accomplished pursuant to the requirements of MP5315.3;
- (i) Issues dealing with licensing, technical data rights and patents;\
- (j) Mistakes in bid (See FAR 14.407);
- (k) Protests before and after award;
- (l) Ratifications;
- (m) Disputes;
- (n) Contractor claims;
- (o) Termination for default/cause;
- (p) Terminations for convenience, except cancellations or terminations of purchase orders;
- (q) Debarment or suspension actions;
- (r) Individual or class deviations; and,
- (s) Any other legal issue at the discretion of the Contracting Officer or supporting legal office.
- (t) All Justifications and Approvals (J&A) requests for actions expected to exceed \$650,000

2. In addition to the general conditions identified in 5301.602-2(c)(i)(A) above, contracting officers must obtain legal review on Operational contract actions based on dollar figure.

II. CONTRACT FORMAT

- A. Standard Procurement System (SPS).
- B. Uniform Contract Format. Standard Form 33 (SF 33, General Services Administration (GSA)) "Solicitation, Offer and Award," can be found at <http://www.gsa.gov/portal/forms/type/SF>. DoD forms, SFs, Service forms, and

instructions can be found at

<http://www.acq.osd.mil/dpap/ccap/cc/jcchb/html/forms.html>.

1. Divided into Four Parts.
 - a. Part I – The Schedule: Sections A-H.
 - b. Part II – Contract Clauses: Section I.
 - c. Part III – List of Documents, Exhibits and other Attachments: Section J.
 - d. Part IV – Representations and Instructions: Sections K-M.
2. Section A: Solicitation/Contract Form (SF 33).
Contains administrative information pertinent to the solicitation (*i.e.*, solicitation number, proposal due date, government points of contact, table of contents, etc.).
3. Section B: Supplies or Services and Prices/Cost.
Contains a brief description of the supplies and services and quantities required, the unit prices, and total prices. This description of supplies, services, quantities, and associated pricing is referred to and identified with a specific contract line item number (CLIN or CLINs).
4. Section C: Description/Specifications/Statement of Work.
Contains a more elaborate description of the items contained in Section B, and describes what the government's substantive requirements are and what the contractor is to accomplish/deliver.
5. Section D: Packaging and Marking (Only for Supplies).
Contains specific information on requirements for packaging and marking of items to be delivered.
6. Section E: Inspection and Acceptance (IAW).
Contains information on how the government will inspect and conditions for acceptance of items and services to be delivered under the contract.
7. Section F: Deliveries or Performance.
Specifies the requirement for time, place, and method of delivery or performance for items and services to be delivered under the contract.
8. Section G: Contract Administration Data.
Contains accounting and appropriations data and required contract administration information and instructions.

9. Section H: Special Contract Requirements.
Contains contractual requirements that are not included in other parts of the contract, including special clauses that only pertain to that particular acquisition.
10. Section I: Contract Clauses.
Contains all clauses required by law or regulation. They are commonly referred to as “boilerplate” clauses because they are normally inserted into most contracts.
11. Section J: List of Attachments.
Contains or lists documents, attachments, or exhibits that are a material part of the contract. Some examples of these documents are the specifications, the contract data requirements list (CDRL), and/or checklists of mandatory minimum requirements.
12. Section K: Representations, Certifications and other Statements of Offerors.
Contains representations, certifications, and other information required from each contractor. Some examples are: Procurement Integrity Certification, Small Business Certification, Place of Performance, and Ownership.
13. Section L: Instructions, Conditions and Notices to Offerors.
Tells the offerors what is to be provided in their proposal and how it should be formatted. It guides offerors in preparing their proposals, outlines what the government plans to buy, and emphasizes any government special interest items or constraints.
14. Section M: Evaluation Factors for Award.
Forms the basis for evaluating each offeror’s proposal. It informs offerors of the relative order of importance of assigned criteria so that an integrated assessment can be made of each offeror’s proposal.

III. FEDERAL ACQUISITION REGULATION (FAR) SYSTEM

- A. Federal Acquisition Regulation (FAR).
 1. The FAR became effective on 1 April 1984. The FAR replaced the Defense Acquisition Regulation (DAR), the Federal Procurement Regulation (FPR), and the NASA Procurement Regulation (NASAPR).
 2. The General Services Administration (GSA) has been tasked with the responsibility for publishing the FAR and any updates to it. [FAR 1.201-2](#).
 3. Locating the FAR.

- a. The Government Printing Office (GPO) previously printed periodic updates to the FAR in the form of Federal Acquisition Circulars (FAC). Effective 31 December 2000, the GPO no longer produces printed copies of the FACs or updated versions of the FAR. [See 65 Fed. Reg. 56,452 \(18 September 2000\)](#).
- b. Currently only electronic versions of the FAR and the FACs are available. The FAR is found at Chapter 1 of Title 48 of the Code of Federal Regulations (C.F.R.). Proposed and final changes to the FAR are published electronically in the Federal Register.
- c. The official electronic version of the FAR (maintained by GSA) is available at <https://acquisition.gov/far/index.html>. The Air Force FAR Site also contains a user-friendly version of the FAR as well as several supplements. It is found at: <http://farsite.hill.af.mil/>.

B. Departmental and Agency Supplemental Regulations. [FAR Subpart 1.3](#).

1. Agencies are permitted to issue regulations that implement or supplement the FAR.
2. Most agencies have some form of supplemental regulation. The FAR requires these supplements to be published in Title 48 of the C.F.R. FAR 1.303. The following chart shows the location within Title 48 for each of the respective agency supplementation:

<u>Chapter</u>	<u>Agency/Department</u>
2	Defense FAR Supplement (DFARS).
3	Health and Human Services.
4	Agriculture.
5	General Services Administration.
6	State.
7	Agency for International Development.
8	Veterans Affairs.
9	Energy.
10	Treasury.
12	Transportation.
13	Commerce.
14	Interior.
15	Environmental Protection Agency.
16	Office of Personnel Management (Federal Employees Health Benefits).

17	Office of Personnel Management.
18	National Aeronautics and Space Administration (NASA).
19	Broadcasting Board of Governors.
20	Nuclear Regulatory Commission.
21	Office of Personnel Management (Federal Employees Group Life Insurance).
23	Social Security Administration.
24	Housing and Urban Development.
25	National Science Foundation.
28	Justice.
29	Labor.
30	Homeland Security.
34	Education.
44	Federal Emergency Management Agency (FEMA).
51	Army FAR Supplement (AFARS).
52	Navy Acquisition Procedures Supplement (NAPS).
53	Air Force FAR Supplement (AFFARS).
54	Defense Logistics Acquisition Regulation Supplement (DLAR).

C. Layout of the FAR.

1. The FAR is divided into 8 subchapters and 53 parts. Parts are further divided into subparts, sections, and subsections. This organizational system applies to the FAR and all agency supplements to the FAR.

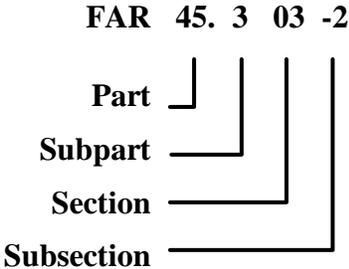
Subchapter A: General	
Part 1:	Federal Acquisition Regulation System
Part 2:	Definitions of Words and Terms
Part 3:	Improper Business Practices and Personal Conflicts of Interest
Part 4:	Administrative Matters
Subchapter B: Acquisition Planning	
Part 5:	Publicizing Contract Actions
Part 6:	Competition Requirements
Part 7:	Acquisition Planning
Part 8:	Required Sources of Supplies and Services

Part 9:	Contractor Qualifications
Part 10:	Market Research
Part 11:	Describing Agency Needs
Part 12:	Acquisition of Commercial Items
	Subchapter C: Contracting Methods and Contract Types
Part 13:	Simplified Acquisition Procedures
Part 14:	Sealed Bidding
Part 15:	Contracting by Negotiation
Part 16:	Types of Contracts
Part 17:	Special Contracting Methods
Part 18:	Emergency Acquisitions
	Subchapter D: Socioeconomic Programs
Part 19:	Small Business Programs
Part 20:	[Reserved]
Part 21:	[Reserved]
Part 22:	Application of Labor Law to Government Acquisitions
Part 23:	Environment, Conservation, Occupational Safety, and Drug-Free Workplace
Part 24:	Protection of Privacy and Freedom of Information
Part 25:	Foreign Acquisition
Part 26:	Other Socioeconomic Programs
	Subchapter E: General Contracting Requirements
Part 27:	Patents, Data, and Copyrights
Part 28:	Bonds and Insurance
Part 29:	Taxes
Part 30:	Cost Accounting Standards Administration
Part 31:	Contract Cost Principles and Procedures
Part 32:	Contract Financing
Part 33:	Protests, Disputes, and Appeals
	Subchapter F: Special Categories of Contracting
Part 34:	Major System Acquisition
Part 35:	Research and Development Contracting
Part 36:	Construction and Architect-Engineer Contracts
Part 37:	Service Contracting

Part 38:	Federal Supply Schedule Contracting
Part 39:	Acquisition of Information Technology
Part 40:	[Reserved]
Part 41:	Acquisition of Utility Services
Subchapter G: Contract Management	
Part 42:	Contract Administration and Audit Services
Part 43:	Contract Modifications
Part 44:	Subcontracting Policies and Procedures
Part 45:	Government Property
Part 46:	Quality Assurance
Part 47:	Transportation
Part 48:	Value Engineering
Part 49:	Termination of Contracts
Part 50:	Extraordinary Contractual Actions
Part 51:	Use of Government Sources by Contractors
Subchapter H: Clauses and Forms	
Part 52:	Solicitation Provisions and Contract Clauses
Part 53:	Forms

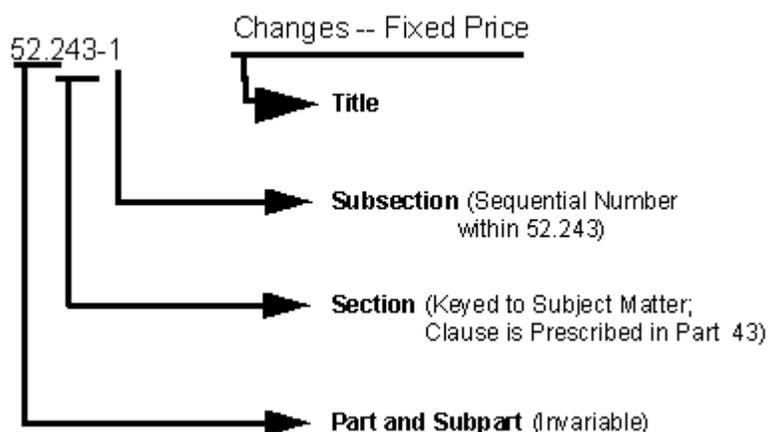
2. Arrangement. The digits to the left of the decimal point represent the part number. The digits to the right of the decimal point AND to the left of the dash represent the subpart and section. The digits to the right of the dash represent the subsection. See FAR 1.105-2.

Example: FAR 45.303-2. We are dealing with FAR Part 45. The Subpart is 45.3. The Section is 45.303 and the subsection is 45.303-2



3. Correlation Between FAR Parts and Clauses/Provisions. All FAR clauses and provisions are found in Subpart 52.2. As a result, they each begin with “52.2.” The next two digits in each clause or provision corresponds to the FAR Part in which that particular clause or provision is discussed and prescribed. The clause or provision is then completed by a hyphen and a sequential number assigned within each section of Subpart 52.2. See FAR 52.101(b).

Example: FAR 52.245-2. This is a clause (as shown by the “52.2”) that deals with Government Property (as shown by the “45,” indicating that it is prescribed in FAR Part 45). The “-2” is simply the sequential number of the clause within Section 52.245, and does not correlate to any other portion of the FAR.



4. How to Determine if a Clause or Provision Should Be Included in the Contract. Each clause or provision listed in the FAR cross-references a FAR Section that prescribes when it should or may be included into a contract. The “FAR Matrix” summarizes these prescriptions. It is found at: http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/Far/FAR52Ma.htm?zoom_highlight=matrix A 22 April 2013 memorandum from the Under Secretary of Defense, Acquisition, Technology, and Logistics, implements Defense-wide use of the contract Clause Logic Service (CLS). The memorandum can be found at <http://www.acq.osd.mil/dpap/policy/policyvault/USA001481-13-DPAP.pdf>. CLS can be found at <https://clauselogic.altess.army.mil/>.
5. Correlation Between FAR and Agency Supplements. Agency FAR Supplements that further implement something that is addressed in the FAR must be numbered to correspond to the appropriate FAR number. Agency FAR Supplements that supplement the FAR (discuss something not addressed in the FAR) must utilize the numbers 70 and up. See FAR 1.303(a).

Example: FAR 45.407 discusses contractor use of government equipment. The portion of the DFARS addressing this same topic is found at DFARS 245.407 (the “2” denotes the Defense FAR Supplement, which is found at Chapter 2 of Title 48, C.F.R.). Similarly, the portion of the AFARS further implementing this topic is found at AFARS 5145.407 (the “51” denotes the Army FAR Supplement, which is found at Chapter 51 of Title 48, C.F.R.).

Example: FAR 6.303-2 addresses the required contents of a justification and approval (J&A) document (for other than full & open competition). AFARS 5106.303-2 supplements that information by requiring that a copy of the approved acquisition plan also be attached to the J&A. FAR Part 53 provides forms for use in acquisition, but does not contain a form for J&As. AFARS 5153.9005 supplements the FAR by adding a standardized format for J&A documents.

ATTACHMENT 1: SAMPLE CONTRACT REVIEW CHECKLIST
SOLICITATION/CONTRACT AWARD CHECKLIST

NOTE: The following checklist is a “broad brush” tool designed to GENERALLY assist you in conducting solicitation and contract award reviews. DO NOT use this checklist as a substitute for examining the relevant statutes and regulations.

Section I--Solicitation Documentation

1. Purchase Request.

- _____ a. Is it in the file?
- _____ b. Is the desired delivery or start date consistent with the date stated in the IFB/RFP?
- _____ c. Does the description of the desired supplies or services correspond to that of the IFB/RFP?
- _____ d. Does the purchase request contain a proper fund citation?
- _____ e. Are funds properly certified as available for obligation?
- _____ f. Are the funds cited proper as to purpose? 31 U.S.C § 1301.
- _____ g. Are the funds cited current and within their period of availability? 31 U.S.C. § 1552.
- _____ h. Are the funds cited of sufficient amount to avoid Anti-Deficiency Act issues? 31 U.S.C. §§ 1341, 1511-1517.
- _____ i. Is the procurement a severable services contract to which the provisions of 10 U.S.C. § 2410a apply?
- _____ j. If appropriate, does the solicitation contain either the Availability of Funds clause at FAR 52.232-18 or the Availability of Funds for the Next Fiscal Year at FAR 52.232-19 (one year indefinite quantity contracts)?

2. Method of Acquisition.

- _____ a. What is the proposed method of acquisition?
- _____ b. Is the “sealed bidding” method required? FAR 6.401(a).

- _____ c. Has the activity excluded sources? If so, have applicable competition requirements been met? FAR Subpart 6.2.
- _____ d. Has the activity proposed meeting its requirements without obtaining full and open competition? FAR Subpart 6.3.
- _____ e. Does a statutory exception permit other than full and open competition? FAR 6.302.
- _____ f. If other than full and open competition is proposed, has the contracting officer prepared the required justification and include all required information? FAR 6.303. Does it make sense?
- _____ g. Have the appropriate officials reviewed and approved the justification? FAR 6.304.
- _____ h. Is this a contract for supplies, services, or construction amounting to \$100,000 or less (\$1,000,000 in a contingency), triggering the simplified acquisition procedures? FAR 2.101; FAR Part 13.
- _____ i. May the activity meet its needs via the required source priorities listed in FAR Part 8?

3. Publicizing the Solicitation.

- _____ a. Has the contracting officer published the solicitation as required by FAR 5.101 and FAR Subpart 5.2?
- _____ b. Has the activity allowed adequate time for publication? FAR 5.203.
- _____ c. If acquiring commercial items, does the combined synopsis/solicitation procedure apply? FAR 12.603.

4. Solicitation Instructions.

- _____ a. Does the solicitation state the date, time, and place for submitting offers? Is the notation on the cover sheet consistent with the SF 33?
- _____ b. Is the time for submitting offers adequate? FAR 14.202-1.
- _____ c. Are the required clauses listed in FAR 14.201 (for IFBs) or FAR 15.209 and FAR 15.408 (for RFPs) and the matrix at FAR 52 included in the solicitation?
- _____ d. If a construction contract, have the special requirements and procedures of FAR Part 36 been followed?

5. Evaluation Factors.

- _____ a. Does the solicitation state the evaluation factors that will be used to determine award? FAR 14.101(e) and FAR 14.201-8 (for IFBs); FAR 15.304 (for RFPs).
- _____ b. Are the evaluation factors clear, reasonable, and not unduly restrictive?
- _____ c. In competitive proposals or negotiations, are all evaluation factors identified, including cost or price and any significant subfactors that will be considered? Is the relative importance of each disclosed? FAR 15.304 and FAR 15.305.
- _____ d. If past performance is required as an evaluation factor, has it been included? FAR 15.304(c)(3); FAR 15.305(a)(2).

6. Pricing.

- _____ a. Is the method of pricing clear?
- _____ b. Are appropriate audit clauses included in the solicitation? FAR 14.201-7; FAR 15.408.
- _____ c. Does the Truth in Negotiations Act apply to this solicitation or request? FAR Subpart 15.4; FAR 15.403.
- _____ d. If the Truth in Negotiations Act applies, does the solicitation contain the required clauses? FAR 15.408.

7. Contract Type.

- _____ a. Is the proposed type of contract appropriate? FAR 14.104; FAR 16.102.
- _____ b. If the proposed contract is for personal services, has the determination concerning personal services been executed? FAR 37.103. Does a statutory exception permit the use of a personal services contract? FAR 37.104; 5 U.S.C. § 3109 and 10 U.S.C. § 129b.
- _____ c. If the proposed contract is a requirements contract, is the estimated total quantity stated? Is the estimate reasonable? If feasible, does the solicitation also state the maximum quantity? FAR 16.503. Is appropriate ordering and delivery information set out? FAR 16.506. Are required clauses included in the solicitation? FAR 16.506.

_____ d. If the proposed contract is an indefinite quantity type contract, are the minimum and maximum quantities stated and reasonable? FAR 16.504. Is appropriate ordering and delivery information set out? FAR 16.505. Are required clauses included in the solicitation? FAR 16.506.

_____ e. Does the preference for multiple awards apply? FAR 16.504(c).

8. Purchase Description or Specifications.

_____ a. Are the purchase descriptions or specifications adequate and unambiguous? FAR 11.002; FAR 14.201-2(b) and (c); FAR 15.203.

_____ b. If a brand name or equal specification is used, is it properly used? FAR 11.104. ?

_____ c. Are the provisions required by FAR 11.204 included in the solicitation?

9. Descriptive Data and Samples.

_____ a. Will bidders be required to submit descriptive data or bid samples with their bids?

_____ b. If so, have the requirements of FAR 14.202-4 and FAR 14.202-5 been met?

10. Packing, Inspection, and Delivery.

_____ a. Is there an F.O.B. point? FAR 46.505.

_____ b. Are appropriate quality control requirements identified? FAR 46.202.

_____ c. Is there a point of preliminary inspection and acceptance? FAR 46.402.

_____ d. Is there a point of final inspection? FAR 46.403.

_____ e. Have the place of acceptance and the activity or individual to make acceptance been specified? FAR 46.502; FAR 46.503.

_____ f. Is the delivery schedule reasonable? FAR 11.402.

11. Bonds and Liquidated Damages.

- a. Are bonds required? FAR Part 28.
- b. If so, are the requirements clearly stated in the specification?
- c. Is there a liquidated damages clause? Does it conform to the requirements of FAR 11.502. Is the amount reasonable? Are required clauses incorporated? FAR 11.503.

12. Government-Furnished Property.

- a. Will the government furnish any type of property, real or personal, in the performance of the contract?
- b. If so, is the property clearly identified in the schedule or specifications? Is the date of delivery clearly specified?
- c. Has the contractor's property accountability system been reviewed and found adequate? FAR 45.104.
- d. Are the contractor's and the government's responsibilities and liabilities stated clearly? FAR 52.245-2; FAR 52.245-5.
- e. Have applicable requirements of FAR Part 45 been met? Are required clauses present?

13. Small Business Issues.

- a. Is the procurement one that has been set-aside for small businesses? FAR Subpart 19.5. If so, is the procurement a total set-aside pursuant to FAR 19.502-2 or a partial set-aside pursuant to FAR 19.502-3?
- b. Is the procurement appropriate for a "small disadvantaged business" participating as part of the Small Business Administration's "8(a) Program"? FAR Subpart 19.8. If so, does the entity meet the eligibility criteria for 8(a) participation?
- c. If the solicitation contains bundled requirements, has the activity satisfied the requirements of FAR 7.107, FAR 10.001, FAR 15.305, and FAR 19.101, 19.202-1?
- d. Does the solicitation contain the small business certification? FAR 19.301.
- e. Does the solicitation contain the proper Standard Industrial Classification code or North American Industry Classification System code? FAR 19.102.

14. Environmental Issues.

- a. Has the government considered energy efficiency and conservation in drafting its specifications and statement of work? FAR 23.203.
- b. Has the government considered procuring items containing recycled or recovered materials? FAR 23.401.
- c. Has the government considered procuring environmentally preferable and energy-efficient products and services? FAR 23.700.
- d. Do the contract specifications require the use of an ozone-depleting substance? FAR 23.803; DFARS 207.105.
- e. Do the Toxic Chemical Reporting requirements apply to the solicitation (for contracts exceeding \$100,000)? FAR 23.906.

15. Labor Standards.

- a. Does the Davis-Bacon Act or the Service Contract Act apply to this acquisition? FAR Subparts 22.4 and 22.10.
- b. If so, have the proper clauses and wage rate determinations been incorporated into the solicitation?

16. Clarity and Completeness.

- a. Have you read the entire solicitation?
- b. Do you understand it?
- c. Are there any ambiguities?
- d. Is it complete?
- e. Are the provisions, requirements, clauses, etc. consistent?
- f. Are there any unusual provisions or clauses in the solicitation? Do you understand them? Do they apply?

Section II--Contract Award Checklist

1. Sealed Bid Contracts.

- _____ a. Review the previous legal review of the solicitation. Has the contracting activity made all required or recommended corrections?
- _____ b. Did the contracting officer amend the solicitation? If so, did the contracting officer distribute amendments properly? FAR 14.208.
- _____ c. Has a bid abstract been prepared? FAR 14.403. Is it complete? Does it disclose any problems?
- _____ d. Is the lowest bid responsive? FAR 14.301; FAR 14.404-1; FAR 14.103-2(d). Are there any apparent irregularities?
- _____ e. Is there reason to believe that the low bidder made a mistake? FAR 14.407. Has the contracting officer verified the bid?
- _____ f. Has the contracting officer properly determined the low bidder? FAR 14.408-1.
- _____ g. Is the price fair and reasonable? FAR 14.408-2.
- _____ h. Has the contracting officer properly determined the low bidder to be responsible? FAR 14.408-2; FAR Subpart 9.1.
- _____ i. If the low bidder is a small business that the contracting officer has found non-responsible, has the contracting officer referred the matter to the SBA? FAR 19.601. If so, has the SBA issued or denied a Certificate of Competency to the offeror? FAR 19.602-2.
- _____ j. Did the contracting officer address any late or improperly submitted bids? FAR Subpart 14.4.
- _____ k. **Are sufficient and proper funds cited?**
- _____ l. Has the activity incorporated all required clauses and any applicable special clauses?
- _____ m. Is the proposed contract clear and unambiguous? Does it accurately reflect the requiring activity's needs?
- _____ n. If a construction contract, have FAR Part 36 requirements been satisfied?

_____ o. If the acquisition required a synopsis in the fedbizopps.gov, is there evidence of that synopsis in the file? Was the synopsis proper?

2. Negotiated Contracts.

_____ a. Review the previous legal review of the RFP. Have all required or recommended corrections been made?

_____ b. Were any amendments made to the RFP? If so, were they prepared and distributed properly? FAR 15.206.

_____ c. Was any pre-proposal conference conducted properly? FAR 15.201.

_____ d. Did the contracting officer address any late or improperly submitted proposals? FAR 15.208.

_____ e. Has an abstract of proposals been prepared? Is it complete? Does it reveal any problems?

_____ f. Is a pre-negotiation Business Clearance Memorandum (BCM) required? Is it complete? Does it reveal any problems?

_____ g. Were discussions conducted? FAR 15.209; FAR 15.306. If not, did the solicitation contain a clause notifying offerors that the government intended to award without discussions? FAR 15.209(a). If so, were discussions held with all offerors in the properly determined competitive range? FAR 15.209(a); FAR 15.306(c).

_____ h. **Were proposals evaluated in accordance with the factors set forth in the request for proposals? FAR 15.305; FAR 15.303.**

_____ i. Did the contracting officer properly address any changes to the government's requirements? FAR 15.206.

_____ j. Were applicable source selection procedures followed and documented? FAR 15.308; FAR 15.305.

_____ k. If applicable, did the contracting officer address make or buy proposals? FAR 15.407-2.

_____ l. If the Truth in Negotiations Act applies, has the contractor submitted a proper certification? Is it complete and signed? FAR 15.406-2.

- _____ m. Is a post-negotiation Business Clearance Memorandum (BCM) required? Is it complete? Does it reveal any problems?
- _____ n. Are all negotiated prices set forth in the contract?
- _____ o. Has the contracting officer incorporated required and special clauses in the proposed contract?
- _____ p. Is the proposed price fair and reasonable?
- _____ q. **Are sufficient and proper funds cited?**
- _____ r. Is the proposed contract clear and unambiguous? Does it make sense? Does it reflect the requiring activity's needs?
- _____ s. If a construction contract, has the contracting officer satisfied the requirements of FAR Part 36 (and supplements)?

ATTACHMENT 2: SAMPLE SOLICITATION

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 57		
2. CONTRACT NO.		3. SOLICITATION NO. HQ0034-07-R-1058	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 21 Dec 2007	6. REQUISITION/PURCHASE NO. KRS1017071323			
7. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209 CODE HQ0034			8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE			
TEL: FAX:					TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ See Solicitation Section L _____ until <u>02:30 PM</u> local time. <u>06 Feb 2008</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 KORTNEE STEWART		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703-696-3858		C. E-MAIL ADDRESS kortnee.stewart.ctr@whs.mil		
11. TABLE OF CONTENTS								
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES	32 - 35
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		4 - 21	X	J	LIST OF ATTACHMENTS	36 - 40
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		22 - 23	X	K	REPRESENTATIONS, CERTIFICATIONS AND	41 - 43
X	F	DELIVERIES OR PERFORMANCE		24			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		25 - 27	X	L	INSTRS. CONDS. AND NOTICES TO OFFERORS	44 - 54
X	H	SPECIAL CONTRACT REQUIREMENTS		28 - 31	X	M	EVALUATION FACTORS FOR AWARD	55 - 57
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		
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)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				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 ITEM (4 copies unless otherwise specified)			
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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Pentagon Custodial - Base Year FFP	12	Months		
Period of Performance: Base Year 1 Sept 2014 – 30 Aug 2015.					
PURCHASE REQUEST NUMBER: KRS1017071323					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Pentagon Custodial - Option Year One FFP	12	Months		
Period of Performance: Option Year One 1 Sep 2015 – 30 Aug 2016.					
PURCHASE REQUEST NUMBER: KRS1017071323					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Pentagon Custodial - Option Year Two FFP	12	Months		
Period of Performance: Option Year Two 1 Sep 2016 – 30 Aug 2017.					
PURCHASE REQUEST NUMBER: KRS1017071323					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Pentagon Custodial - Option Year Three FFP	12	Months		
Period of Performance: Option Year Three 1 Sep 2017 – 30 Aug 2018					
PURCHASE REQUEST NUMBER: KRS1017071323					

NET AMT

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Pentagon Custodial - Option Year Four FFP Period of Performance: Option Year Four 1 Sep 2018 – 30 Aug 2019. PURCHASE REQUEST NUMBER: KRS1017071323	12	Months		

NET AMT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Section C: Performance Work Statement

December 5, 2007

Part 1: General Information

1.1 Introduction

The purpose of this contract is to fulfill a need of the Pentagon for custodial services. The Pentagon is the headquarters of the United States Department of Defense (DoD) and the world's largest low-rise office building. It is at once a building, an institution, and a national symbol.

1.2 Background

This contract follows the fifth year of a five-year contract. This contract is offered as a one-year contract with a possible additional four option years depending on the Contractor's performance and/or other factors. This is a firm-fixed-price contract with line items for additional work such as additional carpet cleaning. Existing problems include the large number of people that work in the Pentagon, the sheer size of the Pentagon, and the high level of Pentagon security.

Historically, the following performance issues characterize contracts of this type:

- Excessive noise generated by trash removal
- Lack of contractor coordination when servicing secure areas
- Inadequate supervision
- Mishandling of recyclable materials
- Response to government requests for unscheduled cleaning
- Inadequate contractor quality control

In providing the required end results for this contract, the Government will use CPARS to assess performance and reward the contractor for meeting contract requirements and avoiding the historic non-performance issues noted above. In order to earn the highest ratings, the contractor must have "substantially exceeded the contract performance requirements without commensurate additional costs to the Government." This principle should guide the contractor's efforts to achieve the standards of this contract.

1.3 Objectives

The objective of this contract is to provide the Pentagon with high quality, timely, proactive and responsive custodial services.

1.4 Scope

The Pentagon presently houses approximately 26,000 military and civilian employees and about 3,000 non-defense support personnel dedicated to protecting our national interests. The

Pentagon sits on 34 acres of land including the five-acre center court, making a footprint large enough to accommodate five Capitol buildings. In spite of the Pentagon's tremendous size, it takes only seven minutes to walk between any two points of the building because of its unique design.

There are approximately 6,600,000 gross square feet of space, 280 restrooms, 7,750 windows, 130 stairways, 40 escalators, elevators, 17.5 miles of corridors, and 700 water fountains. These figures are approximate, and are subject to change as the renovation is completed.

The Pentagon custodial requirements will be met by two contracts; this contract and a NISH contract, with which coordination will often be required. This contract will be responsible for providing service for the 2nd floor of the Pentagon, the Metro Entrance, the outside trash removal, and the PENREN trailers not housed in the PENREN Compound. Attachment J-C1 details the specific area responsibilities covered by this contract. This contract has four major functional areas to be performed:

- Interior cleaning
- Exterior cleaning including parking lots and sidewalks
- Trash/Recyclable Material Management
- Miscellaneous services

The following types of cleaning are required:

Basic cleaning service: Basic cleaning services require cleaning of an area only when the appearance of that particular area falls below the stated standard specified in the Performance Matrix.

Scheduled cleaning service: Service performed on a contractor determined schedule.

Continuous cleaning service: Custodial services on a continuous process due to the large volume of traffic or high profile of occupants.

Spot cleaning: Localized cleaning in response to a customer service request or Contractor identified requirement.

The contractor may employ any cost-effective, flexible combination of cleaning types so long as the areas are maintained in accordance with the contract standards. The Pentagon is not a typical commercial office building requiring only scheduled custodial services. The occupants of the Pentagon demand a high standard of cleaning that may require an aggressive contractor inspection system that quickly identifies areas that fall below required standards. Some areas may necessitate continuous cleaning in order to maintain the standards. The contract requires close monitoring of all areas, especially when weather or other circumstances cause areas to repeatedly fall below standards. The use of scheduled services alone may not be sufficient to maintain areas in a consistently clean state, especially high use, public areas.

The Government intends to aggressively assess the effectiveness of the Contractor's continuous inspection system required by FAR 52.246-4 Inspection of Services Fixed Price to detect and correct instances of failing to meet contract standards.

A "reasonable person" standard will be used in assessing the contractor's ability to ensure the areas present the appearance one would expect in a high profile environment. The Government does not desire surfaces or containers to be cleaned unnecessarily. By the same token, the Government does not believe that merely vacuuming or sweeping once a day meets the required standard of a clean and neat appearance if area's appearance declines.

The Pentagon has been identified as the "Energy Efficient and Environmentally Sensitive Showcase Building" for the Department of Defense (DoD) worldwide. The Pentagon is one of the most visible elements of this showcase designation for the general public, national, and international dignitaries alike. Custodial services are a major factor in maintaining this standing.

The contractor is expected to use green cleaning as a holistic approach to janitorial services, taking into account:

(1) the health, safety, and environmental risks of products and processes associated with cleaning; (2) the mission and use of the facility to be cleaned and the behavior of facility occupants; and (3) the cleaning, maintenance, and sanitation needs of the facility.

The government desires the process of cleaning that involves alternative products, applying those products in different ways, and evaluating and/or changing behaviors associated with how buildings are used to reduce risks while maintaining a satisfactory level of cleanliness and disinfection.

When blocks of space totaling 10,000 square feet or more are expected to remain unoccupied for 30 calendar days or longer, deductions will be made from the monthly payment due the Contractor. The Contracting Officer (CO) will give the Contractor a written notice of the effective date the areas are to be dropped from or returned to the normal cleaning schedule at least three full working days in advance of this date.

The period of deducting for unoccupied space will begin on the effective date as stipulated in writing by the CO and will continue until the effective date on which the cleaning is resumed. The 10,000 square feet may be made up of small blocks of non-contiguous space. Subsequent blocks of space less than 10,000 square feet in the same vicinity may be added after the initial 10,000 square-foot threshold is met.

When adding or deducting space the Government will utilize the square foot unit price for General, Executive, restrooms and other areas to accomplish additions/deductions for the base and each option year. Unit prices are specified in Section B, Attachment J-B1 – J-B6.

The Pentagon Reservation is undergoing extensive renovation. As a consequence the workload in terms of square footage and equipment type and number may significantly change during the contract period.

The performance of the contract requires TOP SECRET FACILITY CLEARANCE with selected contractor personnel requiring TOP SECRET clearances (see Attachment J-C2, “Contract Security Classification Specification”).

1.5 Applicable Documents

Publications	Title
Federal Hazard Communication Program (29 CFR 1910.1200)	http://www.ilpi.com/msds/osha/1910_1200.html
Hazardous waste operations and emergency response. - 1910.120	http://www.osha.gov/pls/oshaweb/owadisp.show_d ocument?p_table=STANDARDS&p_id=9765
Contractor Performance Assessment Report System (CPARS)	http://cpars.navy.mil/
Green Seal Product Standards	GS-37: GS Environmental Standard for General Purpose, Bathroom, and Glass Cleaners Used for Industrial and Institutional GS-40: Floor Care Products GS-08 Household Cleaners

Part 2: Definitions

After hours: The hours of the day following the normal working hours of 7:00AM to 4:30PM, Monday through Friday

Basic cleaning services: Requires cleaning only when dirt, debris, etc., are visible.

Carpet: Includes wall-to-wall, carpet tile, room-size rugs, area rugs, elevator and entrance floor mats.

Clean window: Includes washing interior and exterior glass, and all window surfaces including head, sash, sills, sun and insect screens (where applicable), and removal of all grit, dust, dirt, stains, insects, finger marks, streaks, spots, cloudy film and graffiti.

Clean: Free of dirt, film, graffiti, smudges, spots, streaks, debris, stains, dust, soil, gum, cobwebs, other foreign matter, excessive moisture, mold, and mildew; and is odor-free.

Clinical cleaning services: Requires cleaning to remove all soil, including bacteria.

Disinfect: The process of cleaning to remove germs and/or cause of infection.

Damaged: Operation of device mechanically impaired or otherwise diminished from original state in a noticeable way to include, but not limited to, unsecured, sharp edges, cracks, or noticeably marred.

Disinfect: Clean so as to destroy disease carrying microorganisms and prevent infection.

Emergency Condition: A situation calling for immediate response to address a critical situation.

Executive Office Areas Space: These areas require regularly scheduled cleaning of surfaces regardless of whether dirt is visible.

Exterior cleaning: The cleaning of surfaces outside of the building to include hard surfaces such as parking lots, bus shelters, taxi stands, guard booths, walkways, stairways, elevators, entrances, doors, glass and windows, smoker ash urns, and trash pickup

Green Cleaning: A comprehensive approach to cleaning designed to reduce the impacts on the health of a building's occupants and workers, and reducing the environmental impact from the products selected for and used in the cleaning process.

Interior cleaning: The cleaning of surfaces inside of the building to include hard surfaces in restrooms, sink rooms, kitchenettes, stairways, elevators, escalators, entrances, and drinking fountains.

Quiet: Non-audible to occupants of adjacent offices.

Regular hours: Monday – Friday, 0700 to 1700 hours, excluding Federal Holidays and weekends.

Scheduled cleaning services: Requires service on a regular schedule whether dirt is visible or not.

Secured Space: Areas requiring secret or higher clearances for access.

Spot Cleaning: Perform the standard cleaning functions not specifically listed but necessary to maintain the satisfactory level of cleanliness, to perform standard cleaning functions more often than planned frequency due to outside conditions.

Surfaces: In addition to walls, floors, and ceilings, surfaces include area rugs, carpets, restroom stall partitions, doors, windows, window frames, sills, air-returns, vents, corners, furniture, glass, glass desktops partitions, computer centers, pictures, blinds, bookcases, stairs, and recycle and trash receptacles.

Part 3: Government Furnished

The Government will provide limited storage space within the building for the contractor. The space is subject to change in both location and square footage.

Any existing equipment within the space assigned to the Contractor such as clothes lockers, tables, benches, chairs, etc., placed in the building by the Government may be used by the Contractor during the term of the contract provided written authorization is received in advance from the Contracting Officer Representative (COR). The Contractor shall maintain Government provided space in a neat, clean, and orderly fashion, and return the space to the Government at the expiration of the contract in the same condition as at the beginning of its use. The Government will not be responsible for any damage or loss to the Contractor's stored supplies, materials, or equipment.

The Government will provide access to sink rooms (with utility sinks), where available, at various points throughout the building. The Contractor shall keep sink rooms clean and orderly, and shall not use these rooms as employee break rooms or for storing equipment including mops, brooms, dust cloths, and other custodial items. The Contractor shall keep sink room doors closed and the light(s) and water turned off when not in use.

The Government will provide hot and cold water as necessary for the Contractor to perform the requirements herein and limited to the normal water supply provided in the building.

The Government will provide space in the building, furniture, and furnishings (to include a telephone and one computer for restricted use) for a Project Manager/Supervisor's office to be used for official business in the performance of this contract. The computer and telephones supplied by the Government are to be used only for work related activities and communications within or between the buildings. The Contractor or its employees shall not use the computer or telephones in any manner for personal advantage, business gain, or other personal endeavor. The Contractor shall arrange with the telephone company for the installation of private business telephone line(s) for its personal or business use, and shall pay all costs for the installation and maintenance of it.

The Government will furnish office desktop and public recycling containers. The Contractor shall distribute containers as needed to the appropriate locations as directed by the COR or the Recycling Program Manager.

The Government will provide ice melt for snow and ice removal.

Part 4: Contractor Furnished

Unless otherwise specified, the Contractor shall furnish all supplies, materials, and equipment necessary for the performance of work under this contract. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards and, to the extent feasible and reasonable, include the exclusive use of bio-based products. All dispensers/receptacles shall be considered, as is condition upon start date of the contract. All dispensers and receptacles are defined as, but not limited to sanitary napkin receptacles, toilet seat cover dispensers, toilet paper dispensers, paper towel dispensers and soap dispensers. The contractor shall buy and replace broken or damaged items for the remainder of the contract. All supplies, materials, and equipment to be used in the work described herein are subject to the approval of the COR.

The Contractor shall submit to the COR a list indicating the name of the manufacturer, the brand name, and the intended use of each of the materials, proposed for use in the performance of its work. The Contractor shall not use any materials, chemicals, or compounds which the COR determines would be unsuitable for the intended purpose or harmful to the surfaces to which applied or, as might be the case for such items as paper or soap products, unsatisfactory for use by occupants. The Contractor shall utilize products and material made from bio-based materials (e.g., bio-based cleaners, bio-based degreasers, bio-based laundry detergent) to the maximum

extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. For the bio-based content products evaluation, all non-chemical products proposed for use under this contract must conform to the Department of Agriculture (USDA) Designated Bio-based Products List (DBPL) whenever practicable. Contractors should provide data for their bio-based solvents and cleaners to document bio-based content, and source of bio-based material (i.e. particular crop or livestock).

Any material which the COR suspects does not meet Federal specifications or standards shall be tested at the Contractor's expense by an independent testing laboratory qualified to perform such tests as are required. A copy of the laboratory report giving the results of the test and a sample of each product, if requested, shall be submitted to the COR. These products shall meet the requirements established by applicable Federal specifications and standards or be considered unacceptable for use.

Material Safety Data Sheets (MSDS). The Contractor shall comply with all applicable provisions of the Federal Hazard Communication Program (29 CFR 1910.1200). The Contractor shall provide the COR with a MSDS for each material in use or stored on the Pentagon Reservation. In addition, within 30 days of contract award, the Contractor shall provide the COR with the approximate quantities (i.e., \pm ten percent) and the location(s) of all materials requiring an MSDS stored by the Contractor on the Pentagon Reservation. The Contractor shall update this information at least once each quarter or more frequently when quantities for any material change by more than ten percent for any single product. The Pentagon Building Manager or CO reserves the right to disapprove of any materials, chemicals or degreasers.

Restroom Soap: The Contractor shall provide a restroom soap that is green seal approved. Antimicrobial institutional hand cleanser may be provided only upon approval of the COR.

Environmentally Preferred Products (EPP): The Contractor shall meet or exceed the mandatory environmental preferable criteria and required consistencies and incorporated in the Contractor's Stewardship Plan as specified in paragraph C-6.9.1 for all of the chemical cleaning-products used during the performance of the contract.

Cleaning Equipment: The Contractor shall furnish all necessary cleaning equipment. The Contractor shall use only vacuums equipped with HEPA filters for work performed under this contract. The Contractor shall not use equipment powered by combustion engines (e.g., gasoline, propane, CNG, diesel) for use or storage in areas other than locations approved, in advance, by the COR.

The Contractor shall furnish carts and containers constructed from noncombustible or flame resistant products that fall within established guidelines for the collection and/or storage of waste materials and recyclables.

Uniforms: The Contractor shall require its employees, supervisors and sub-contractors to wear distinctive uniform clothing and shall assure that every employee is in uniform upon contract start date. Employees shall wear uniforms consisting of shirts and trousers, coveralls, or smocks for

men, and dresses, and blouses with skirts or slacks, or smocks, as appropriate, for women. The uniform shall have the Contractor's name, easily identifiable, permanently attached above the waist. The color or color combination of the Contractor's uniforms worn on the Pentagon Reservation shall be approved, in advance, by the COR. Unless the performance of a particular task requires otherwise, the Contractor's employees shall maintain an appearance that is neat and clean, and reflects favorably upon both the Contractor and the Department of Defense.

Equipment Markings: All contractor equipment to include vacuums, trash carts, mop ringers, etc. shall be professionally and permanently stenciled. Handwritten company names, individual worker's name, etc. will not be permitted and will require the subject item to be removed from service.

Part 5: Specific Requirements

The Contractor shall provide custodial services that result in a building appearance and sanitation level consistent with show casing the Pentagon as a building, institution, and national defense symbol for the general public, and national and international dignitaries.

The contractor shall meet or exceed all performance-based requirements detailed in the Performance-based Matrix at C.5.5. Each requirement has associated measurable performance standards.

5.1 Interior Cleaning. The Contractor shall clean, to include spot cleaning, the interior spaces consistent with standards in the Performance Based Matrix at C.5.5. Areas requiring cleaning are listed below.

5.1.1 Restrooms. The Contractor shall clean all restroom, showers, kitchenettes surfaces.

5.1.2 Office and Conference Spaces. The Contractor shall clean all general, Executive, and Secure Office and Conference Space surfaces.

The Contractor shall submit to the COR a schedule to shampoo all carpet in renovated space every two years. The Contractor shall report all worn out carpet to the COR. Upon space renovation, additional carpet cleaning requirements may be added to the contract.

5.1.3 Entrances/Lobbies, and Corridors. The Contractor shall clean entrances, lobbies, and corridors. SECDEF Corridor at the River and Mall Entrances and their lobbies and joining corridors are high profile areas.

5.1.4 Stairways/Stairwells. The Contractor shall clean all stairwells and stairs, landings, railings, ledges, and grille surfaces.

5.1.5 Loading Areas (including platforms and docks). The Contractor shall clean all surfaces.

5.1.6 Elevators (passenger and freight) and Escalators. The Contractor shall clean interior elevators and escalators .

5.1.7 Vending Areas. The Contractor shall clean all floor and wall surfaces. While vending machine equipment sanitation is the responsibility of the vending machine supplier, the Contractor shall clean vending areas.

5.1.8 Drinking Fountains. The Contractor shall clean all surfaces .

5.1.9 Grease Traps. The Contractor shall pump, pressure wash and clean grease traps with the result(s) described in the Performance-based Matrix.

The Contractor shall dispose of all material/waste in accordance with applicable Federal, Commonwealth of Virginia, and local rules/regulations. Copies of all waste manifests for Pentagon solid wastes will be provided to the COR.

The Contractor shall provide the COR all required information to gain access to the Pentagon Reservation no less than 48 hours prior to start of work during normal duty hours. Any delay or non-performance due to the contractor failing to coordinate with the COR shall be at no cost to the Government.

The Contractor shall perform this requirement each alternate Saturday for the duration of this contract between the hours of 7:00AM and 4:30PM unless otherwise requested by the CO or COR. The Contractor shall shift the hours of performance to meet the needs of the Government upon receiving a 24 hour notification at no additional cost to the Government. The Contractor shall sign in/out with the COR.

The Contractor shall inform the COR if more frequent cleaning is required to allow for proper scheduling.

The Contractor shall only use electrical portable pump and pressure-washing equipment.

Grease trap locations are indicated in the list below:

Equipment Location List	Number of Grease Traps
G2-1 Food Service Loading Dock	1
G2-2 PLC2 Kitchen	1
G2-3 Corridor 3&4 Elevator Bank	1
G2-4 Corridor 5, D Ring	1
G2-5 Corridor 7&8 Elevator Bank	1
G2-6 Corridor 7, E Ring	1
G2-7 Corridor 8, Basement	1
G2-8 Corridor 8, C Ring Mechanical Room	TBD

5.2 Exterior Cleaning. The Contractor shall clean the exterior spaces identified below.

5.2.1 Elevators. The Contractor shall clean all exterior passenger elevators.

5.2.2 Windows (interior and exterior). The Contractor shall clean all interior windows on the 2nd Floor, and all exterior window sides of the entire building to include glass, frames, and ledges. The Contractor shall clean the ten (10) METRO awnings after hours. The Contractor shall submit a detailed work schedule to the COR no less than fourteen (14) calendar days before the start of work.

The Contractor shall adhere to the following minimum window washing schedule requirements:

April 15 – May 30	Clean all windows + 5100 SF of additional glass
July 1 – July 25	Clean 350 windows (obstructed windows, bus stops, taxi stands, kiss & drop shelters, and Metro awnings)
Aug 1 – Aug 15	Clean 350 windows (obstructed windows, bus stops, taxi stands, kiss & drop shelters, and Metro awnings)
Sept 15 – Oct 30	Clean all windows + 5100 SF of additional glass
Within 48 hours	Clean up to 25 windows and/or 1000 SF of glass (2X/YR)

5.2.3 Guard Booths, Trailers, Outbuildings and Bus Shelters. The Contractor shall clean all surfaces.

5.2.4 Loading Areas. The Contractor shall clean all surfaces. The Contractor shall not store products or equipment on the loading areas.

5.2.5 Exterior Surfaces. Contractor shall clean center courtyard, steps, walk-off mats, landings, parking lots, pavement, concrete drive surfaces, and sidewalks.

5.2.6 Smoker Ash Urns. Contractor shall clean smoker ash urns.

5.3 Trash/Recyclable Material Management. The Contractor shall collect trash and recyclables, and service recycling bins. The Contractor shall supply additional trash containers for special bulk-trash requests and special events. The Contractor shall not dispose of recycled material as refuse. The Contractor shall remove obvious contaminants when emptying recycle bins.

5.4 Miscellaneous Services.

5.4.1 Emergency Service. In the event the Project Manager or Designated Representative is notified that an emergency condition exists, the Contractor shall position appropriate resources at the site of the emergency within 15 minutes during normal work hours and within 90 minutes after normal working hours.

5.4.2 Customer Service Requests. The Contractor shall have customer service requests corrected within 45 minutes or sooner of notification during normal working hours. The Pentagon Building Management Office (PBMO) will receive service call requests from building occupants and notify the Contractor of the work required. Historically, tasks included providing appropriate waste and recycling receptacles for special tasks, servicing restrooms, cleaning, waste removal, emptying recycling containers, and other miscellaneous requests for janitorial services.

5.4.3 Response to Occupant Complaints.

The COR, the PBMO, or the Building Operations Command Center (BOCC) will report all complaints to the Contractor. The Contractor shall respond within 15 minutes to complaints and resolve problem within 30 minutes. The Contractor shall submit written documentation of service follow-up and response time to the COR within 24 hours of service completion.

5.4.4 Special Events. The Contractor shall provide and monitor portable restroom facilities as well as cleaning and servicing. The contractor shall also provide and monitor trash receptacles to prevent overflowing in the designated areas. The Contractor shall monitor and clean designated areas specified prior to, during, and at the completion of the event

5.4.5 Snow and Ice Removal. During regular hours, the Contractor shall clear entranceways, stairs, sidewalks, bus and shuttle shelters, pedestrian bridges of snow and ice. Contractor shall clear and de-ice passageways and steps for modular buildings and trailers.

Performance-Based Matrix				
Desired End Result(s)	Feature(s) of end result to be surveyed.	The required performance level for each feature. “What success looks like”	Quality Assurance Inspection Method	Incentive

<p>The Contractor shall provide custodial services that result in a building appearance and sanitation level consistent with show casing the Pentagon as a building, institution, and national defense symbol for the general public, and national and international dignitaries.</p> <p>Contractor Inspection System required by 52.246-4 achieves performance standards.</p> <p>7.11</p>	<p>De-icing and snow removal</p> <p>5.4.5</p>	<p>All surfaces continually free of ice and snow. Contractor provides appropriate snow removal equipment and in sufficient quantities to ensure snow does not accumulate.</p>	<p>Methods include but are not limited to 100% inspection, random sampling, planned sampling, incidental inspections and validated customer complaints.</p>	<p>Payment of contract price if performance meets requirements.</p> <p>Final and interim CPARS performance evaluations for use in future Government source selections.</p>
	<p>Floors</p> <p>5.1.1 5.1.2 5.1.3 5.1.4 5.1.5 5.1.6 5.1.7 5.2.1 5.2.3 5.2.4</p>	<p>Floors are clean and appear uniform, and/or sanitation-related safety hazards.</p> <p>Baseboards are free of floor cleaning residues or marks.</p> <p>All items moved during cleaning are in their original position.</p> <p>Terrazzo floors are clean and have high luster.</p> <p>Elevator floors have high luster.</p> <p>Elevator pit not used for floor sweepings or drains.</p>		
	<p>Re-waxed floors</p> <p>5.1.2 5.1.3 5.1.7</p>	<p>Stripped floor: Floor is ready for the reapplication of sealer and floor finish, i.e., free of dirt, stains, deposits, wax, finish, water, and cleaning solutions.</p> <p>Sealed floor: Uniform appearance, with all evidence of splashing on baseboards and furniture/fixtures completely removed.</p> <p>Re-waxed floor: Floors have a uniform high gloss shine. All moved items during stripping, sealing, and waxing are in their original position.</p> <p>Floors meet or exceed 0.5 – 0.6 slip/trip/fall coefficient.</p>		

	Walls/Ceiling 5.1.1 5.1.2 5.1.3 5.1.4 5.1.5 5.1.6 5.1.7 5.2.1 5.2.3 5.2.4	<p>All surfaces are clean.</p> <p>Surfaces are not damaged during cleaning operations.</p>		
	Doors 5.1.1 5.1.2 5.1.3 5.1.4 5.1.5 5.1.6 5.1.7 5.2.1 5.2.3 5.2.4	<p>All door surfaces are clean. Door handles and plates are free of tarnish, streaks, stains, and hand marks.</p> <p>Elevator door tracks clean.</p>		
	Drinking Fountains 5.1.3 5.1.8	<p>All surfaces, including orifices, bubblers, and drains are clean and disinfected.</p>		
	Glass to include mirror and Plexiglas, and plain glass 5.1.1 5.1.3 5.1.4 5.1.6 5.2.2 5.2.3	<p>All surfaces are clean.</p>		
	Walk-off mats 5.2.5	<p>Walk-off mats are appropriately placed and clean, with no moisture or grit underneath.</p>		

	<p>Restrooms, showers, kitchenettes</p> <p>5.1.1</p>	<p>All surfaces fixtures are clean.</p> <p>Metal surfaces polished.</p> <p>All product dispensers are functional and not damaged.</p> <p>Paper and soap products are stocked so that supplies do not run out before the next service.</p> <p>COR notified whenever graffiti cannot be removed.</p> <p>Restroom floors are clean but not waxed.</p>		
	<p>Trash Containers</p> <p>5.1.1</p> <p>5.1.2</p> <p>5.1.3</p> <p>5.1.4</p> <p>5.1.5</p> <p>5.1.7</p> <p>5.2.3</p> <p>5.2.5</p> <p>5.3</p>	<p>No trash containers, including sanitary-napkin receptacle, overflow. The area surrounding the container is clean. The container is clean.</p> <p>All trash that falls while removing collected trash is removed. Plastic trashcan liners are replaced as necessary. Trash containers are in original locations after emptied. Items near trash receptacles marked “TRASH” are removed.</p> <p>Trash is not transferred from cart to cart in Corridor space.</p> <p>All collected trash is placed a Government compacter located outside on the RDF loading dock. The area surrounding compacter is clean.</p> <p>Wheels are quiet.</p>		

	<p>Recycle Bins</p> <p>5.1.3 5.1.7 5.2.5</p>	<p>No recycle bin is full. The bin exterior and interior are clean. The area surrounding the bin is clean and clear of recyclables. Bins in need of repair or missing are reported to the COR within 24 hours.</p> <p>Recyclables are not disposed of as trash. All recyclables that fall during removal are retrieved and properly handled. The plastic recycle bin liner is replaced as necessary. The recycle bin is in its original location after emptied.</p> <p>Recyclables are not transferred from cart to cart in Corridor space.</p> <p>All collected recyclables are placed and contained in the nearest Government provided designated container located outside the building. The area surrounding each container is clean.</p>		
	<p>Trash/Recycle Carts</p> <p>5.3</p>	<p>Carts are clearly labeled. Carts are clean and in good repair. Cart wheels are quiet. No carts are parked in Corridors full or unattended. Carts are not loaded to obstruct vision of operator. Trash/Recyclables are not staged in Corridors. Wheels are quiet.</p>		
	<p>Loading Areas</p> <p>5.1.5 5.2.4</p>	<p>Loading areas are kept clean.</p>		
	<p>Interior walk-off mats</p> <p>5.1.3</p>	<p>Mats are placed in original position. Mats are clean.</p>		
	<p>Windows</p> <p>5.2.2</p>	<p>Cleaning scheduled between 7:30 A.M. to 8:30 P.M., Monday through Friday, excluding Government holidays unless COR approval obtained.</p> <p>Cleaning schedule is coordinated with tenants.</p>		

		Interior and exterior window sides are clean.		
	Carpet surface 5.1.2 5.1.3	Carpet is clean per Original Equipment Manufacturer (OEM). Carpet is clean and free of excess moisture, after shampooing. There are no soap residues on any surfaces. “Caution – Wet Floor” signs posted while carpet is wet. Damaged carpet or un-removable stains are reported to the COR within twenty-four (24) hours.		
	Escalator steps 5.1.6	Steps cleaned in accordance with Original Equipment Manufacturer (OEM) requirements.		
	Pavement/ Concrete Drive surfaces 5.2.5	Surfaces are clean and power/pressure washed as necessary. K9 checkpoint clean and free of accumulated petroleum products. All debris is picked up and removed. No debris is put in the planting beds. No debris/trash is transported through the building from the outside en-route to the RDF.		
	Entrance surfaces 5.1.4 5.2.3 5.2.5	During regular hours, entrances are clean. Metal doorknobs, push bars, kick plates, railings, and other metal surfaces are clean and polished. Wood surfaces are clean and polished. Surfaces are clear of snow/ice.		
	Smoker Ash Urns 5.2.6	100 percent of all butts are removed. Cinders are dry and surface level.		

	<p>Grease Traps</p> <p>5.1.9</p>	<p>Grease Traps are free of grease, liquids, and/or solid materials. All spills are properly managed. The trap area and spill areas are sanitized. Each trap is in proper working order at work completion. No overflows are caused by lack of cleaning.</p>		
	<p>Business Relationship</p>	<p>100 percent of the time, the Contractor cooperative, committed to customer satisfaction, and has a business-like concern for the interest of the customer.</p>		
	<p>Safety</p> <p>7.7</p>	<p>Emergency assistance numbers and instructions are conspicuously posted.</p> <p>An effective and active safety, first aid, hazardous material handling, blood-borne pathogen, and asbestos awareness training schedule is performed.</p> <p>Contractor employees are familiar with all building fire alarm messages.</p> <p>All accidents reported, OSHA supplemental form 101 submitted, and full cooperation given to the COR.</p> <p>All oil or hazardous substance spills are reported to the COR and or the Building Manager.</p> <p>All personnel use the proper Personal Protective Equipment for the task at hand.</p> <p>All PPE meets NIOSH, MSHA, and ANSI requirements. All PPE is maintained and clean.</p> <p>Employees, occupants, and visitors protected from injury using OSHA standards.</p>		

	Plan	95 percent plan requirements were followed.		
	Report accuracy	100 percent of all reports accurately reflect task performance		
	Cause of breach	Actual cause of performance problem correctly identified 95% of the time.		
	Corrective Action	Corrective actions implemented in a timely manner and satisfactory resolve performance problem		
	Trends	Performance trends accurately identified and appropriately acted upon		
	Independent audit	Inspection system independently audited to ensure validity of results.		

Part 6: Administrative Requirements

6.1 Clearances. The Contractor shall provide employees with a Top Secret Clearance for service in secured spaces.

6.2 Suitability Check. The Contractor shall provide NCIC cleared personnel.

6.3 Personnel. When contract work is in progress, the Contractor PM or alternate shall be available at all times during normal hours of operation to receive notices, reports, or requests from the COR or his authorized representative. All Contractor personnel shall have the ability to speak, read and understand English to successfully perform the task(s).

6.3.1 Project Manager. The PM shall have the ability to speak and understand English clearly.

6.3.3 Supervisors. All supervisors shall have the ability to speak and understand English clearly. At least one supervisor shall be present at the work site at all times when contract work is in progress and shall have the authority to act for the Contractor on a day-to-day basis and to sign inspection reports and all other correspondence on behalf of the Contractor.

6.4 Emergency Procedures.

Contractor shall coordinate with the PBMO to develop procedures for the Contractor’s role in the event of an emergency evacuation of one or all buildings. Contractor shall ensure all employees

are organized, trained, and participate in building fire and civil defense drills. Contractor shall ensure that all employees report fire, hazardous conditions, maintenance deficiencies, graffiti, and evidence of pests.

6.5 Energy Conservation. Contractor shall fully support and participate in the energy-conservation program within the facilities. Ensure contractor personnel use lights or other energy-consuming equipment only in areas where and when work is actually being performed, and that lights are turned off, and equipment secured when not in use or needed. Fully support and participate in the recycling program within the Pentagon.

6.6 Contractor Employee Training. Contractor shall provide at contract start for COR acceptance with a comprehensive employee training plan that ensures all employees are aware of appropriate behavior while working on a Government facility. Suggested topics:

- Emergency Awareness
- Health and Safety
- Do not adjust mechanical equipment controls for heating, ventilation, and air-conditioning systems.
- Turn off water faucets and valves when not needed.
- Close windows and turn off lights and fans when not in use.
- Turn in found articles to the COR.
- Notify security personnel on duty when an unauthorized or suspicious person is seen on the premises.
- Report safety hazards immediately and maintenance deficiencies promptly.
- Report immediately conditions or circumstances that prevent the accomplishment of assigned work.
- First Aid
- Blood-borne Pathogen
- Asbestos-Awareness.
- Use, handling, and storage of hazardous materials according to the Hazard Communication Standard (29 CFR 1910.1200)
- First Responder Awareness training (29 CFR 1910.120 (q))

6.7 Meetings. The Contractor shall notify the COR at least three days in advance of all safety meetings. The Contractor shall review the effectiveness of the safety effort, resolve current health and safety problems, provide a forum for planning safe operations and activities, and update the accident prevention program.

6.8 Damage to Government Property. The Contractor shall immediately report any damage of Government Property to the COR. The Contractor shall be responsible for any damage caused by Contractor operations.

6.9 Quality Control (QC). The Contractor shall institute a complete QC Program to ensure that the requirements of this contract are fulfilled as specified. At minimum, the Contractor shall include the following elements in the program:

- A comprehensive inspection system of all the scheduled and unscheduled services required in this document.
- The name(s) and contact information of the designated QC Inspector(s) and their backups who will be performing the inspections.
- A proactive methodology to identify and correct problems before the COR and/or other PBMO personnel identify or are made aware of such problems.
- An organized, current file of all Contractor conducted inspections, corrective actions taken, and follow-up inspections.
- Government receipt of all QC reports same day generated.

6.10 Environmental Management. In order to comply with federally mandated environmental preference programs and Department of Defense (DOD) “Green Procurement Program” (GPP) policy, the Government requires the use of environmentally preferable products and services. These program elements include: recovered material products, energy and water efficient products, alternative fuels and fuel efficiency, bio-based products, non-ozone depleting substances, priority chemicals, and environmentally preferable products. These program elements are described on the Office of the Federal Environment Executive website (<http://www.ofee.gov>).

Products and Materials. Custodial cleaning products required in the performance of this SOW shall meet as a minimum, Green Seal Product Standards (<http://www.greenseal.org/findaproduct/index.cfm>). If it is determined that a product does not meet Government performance requirements, the contractor shall submit a proposed alternative that would meet the performance requirements with the lowest environmental impact for evaluation and acceptance. Products that fall under the Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines (CPG) (<http://www.epa.gov/cpg>) shall meet the minimum recovered (recycled) content. Bio-based products shall be used upon issuance of the bio-based product listing from the United States Department of Agriculture (USDA) (<http://www.usda.gov>). The contractor shall purchase and use Energy Star or other energy efficient items listed on the Department of Energy’s Federal Energy Management Program (FEMP) Product Energy Efficiency Recommendations product list. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. Before implementing any change that will result in a change to the contract price, the contractor shall submit to the Contracting Officer a price proposal within 30 calendar days following receipt of the change. An equitable adjustment (increase or decrease) will be negotiated, if applicable, under the “Changes” clause of the contract.

7.0 Required Submittals and Reports.

7.1 Management and Environmental Stewardship Plan (MESP). Within 10 days after contract award the Contractor shall submit a MESP for approval by the CO. The Contractor shall make such revisions to the MESP as are deemed necessary by the CO. The MESP will be reviewed and updated annually, and as required by the Contracting Officer. The Contractor shall include in the MESP:

- Their written policy stating its commitment to environmental management, employee health and safety, and the use of environmentally preferable products.

- The establishment and facilitation of a Stewardship Task Force to be composed of Contractor and Government representatives to convene quarterly at minimum, to review all aspects of performance involving specific undertakings of this MESP
- A comprehensive list of materials, their associated label and MSDS, and the intended purpose of each material to be used on this contract. Once this materials list is approved by the CO, the Contractor shall only use materials from this list in the building. Any alternative material must be approved in writing by the CO.
- A plan of how it will keep abreast of the development and increasing availability of EPP and how EPP products will be incorporated into contract performance.
- A plan of how it will conform to the Comprehensive Procurement Guidelines (CPG) published by EPA with respect to recovered material products. The Contractor shall update its MESP to accommodate CPG revisions. The Contractor shall estimate the quantities of recycled-content and EPP that shall be purchased during the term of this Contract.
- Name of individual identified as Stewardship Coordinator who will serve as the point person for all environmental performance issues and participate in the Government's Stewardship Task Force Committee. ((ASTM Standard (Stewardship in the Cleaning of Commercial and Institutional Buildings))

7.2 Waste Minimization and Recycling Program (WMRP). The Contractor shall implement a WMRP designed to minimize the Contractor's on-site generation of non-recyclable waste generated during contract performance within 30 days of contract award. The Contractor shall use the recycling plan developed by the Government as a guide in defining their program. The Contractor shall also include in the WMRP enhancement of the separation of recyclable materials from non-recyclable waste generated by the building, detailing collection-point- and/or post-collection-point-separation of recyclable materials. The Contractor shall:

- Monitor the volume of waste managed and recyclables recovered
- Determine the rate(s) of participation in offices throughout the buildings
- Define activities to promote occupant participation and discourage contamination of recovered materials
- Ensure that the Contractor's personnel observe and promote the WMRP
- Establish procedures to recover and recycle the following materials; at a minimum: aluminum containers (e.g., beverage cans), containers of Polyethylene Terephthalate (PETE-1) or High Density Polyethylene (HDPE-2) plastic (e.g., drink bottles), clear, green and brown glass bottles and jars, white and mixed office paper, newspaper, cardboard, telephone and other books, toner/ink cartridges, and scrap metal, including steel containers.

7.3 Hazardous Material Storage. The Contractor shall define and submit a plan for hazardous material storage in conformance with good housekeeping practices, the National Fire Prevention Association (NFPA) Code, and applicable federal and municipal regulations.

7.4 Hazardous Waste Disposal. The Contractor's Plan shall define and submit proper hazardous waste identification and disposal procedures in accordance with federal Resource Conservation

and Recovery Act (RCRA) regulations and the Virginia Department of Environmental Quality (VDEQ).

7.5 Communication Policies. The Contractor shall define and submit strategies to receive feedback from building occupants on operations and complaints, and to give self-help guidance to building occupants. The Contractor shall first have these strategies and communications approved by the Stewardship Task Force or the CO.

7.6 Inclement Weather. The Contractor shall submit contingency plans for inclement weather.

7.7 Health and Safety Plan. Within 10 days after contract award the Contractor shall submit a Health and Safety Plan for approval by the CO. The Contractor's Health and Safety Plan shall ensure a safe environment is provided for all Contractor personnel, building occupants, and visitors. The CO will review the proposed program for compliance with OSHA and contract requirements. The Contractor shall include:

- A schedule of safety meetings
- First-aid procedures
- An outline of each work phase, the hazards associated with each phase, and the methods proposed to ensure property protection, and public, building occupant, and Contractor employee safety.
- A comprehensive training schedule, both initial and continuing.
- An emergency situation plan for events such as such as employee strikes, floods, fires, explosions, power outages, spills, and wind storms. The Contractor shall take into consideration existing government emergency plans, the nature of activities, site conditions, and degree of exposure of persons and property.

7.8 Staffing Plan. Within 10 days after contract award the Contractor shall submit a staffing plan to the CO that identifies all personnel expected to be employed in the performance of this contract. Additionally the plan shall identify key personnel including the roles and responsibilities of the staff.

7.9 Cleaning Schedule. The Contractor shall detail and submit a schedule of all daily cleaning.

7.10 Trash/Recyclable Materials Removal Plan. The Contractor shall provide a plan for trash and recyclable materials removal. The Contractor shall include in this plan the schedule, transportation process, and the number of carts to be used for each type of waste.

7.11 Quality Control (QC) Plan. Within 10 days after contract award the Contractor shall submit a QC Plan for CO review and approval.

7.12 Daily Report. The Contractor shall personally submit daily QC reports to the COR within 24 hours of all work performed. The Contractor shall notify the COR of deficiencies and problems such as, but not limited to plumbing, leaks, lighting replacement, elevator and escalator malfunctions, damaged, missing, or required recycling containers, sanitary dispensers, safety

hazards, health hazards, fire hazards, non-removable stains and methods used to accomplish resolution immediately.

7.13 Monthly Report. The Contractor shall electronically submit a monthly report to the COR by the tenth (10th) calendar day of the following month detailing the performance of the Contractor. The Contractor shall include, but is not limited to the following information

- A general performance overview of the month
- Updates/progress reports of any pertinent schedules
- Accurate amounts of each cleaning product used
- Accurate amounts of all restroom supplies used
- A calendar of events, plans, meetings, and/or special situations for the next 60 days
- Special activities accomplished, e.g., safety training
- Volume of waste managed and recyclables recovered
- Condition of each grease trap, a list of discrepancies found during each performance period, and an accurate amount of waste removed from each trap.
- If applicable, proof of proper disposal of hazardous waste(s) manifest(s).
- Documentation (to include list of attendees) of any training required by law

7.14 Coordination With Other Custodial Contractors. The Contractor shall coordinate as required with the AbilityOne (NISH) Contractor performing custodial services in the Pentagon.

7.15 Ordering Additional Services. Using the unit prices in Section B, "Schedule of Prices", the Government may modify this contract to add additional custodial services such as additional carpet cleaning, additional support of special events or additional custodial services required in the event of an emergency. Additional custodial services may be required anywhere in the Pentagon. Additional services may be required on a short or long term basis.

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

CLAUSES INCORPORATED BY REFERENCE

52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

FAILURE TO PERFORM SERVICES

E-1 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM SERVICES

The Contractor shall perform all of the contract requirements. The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default. The Government may apply one or more surveillance methods to determine Contractor compliance and may deduct an amount from the Contractor's invoice or otherwise withhold payment for unsatisfactory or nonperformed work. Surveillance methods include, but are not limited to, 100% inspection, random sampling, planned sampling, incidental inspections and validated customer complaints. The Government reserves the right to change surveillance methods at any time during the contract without notice to the Contractor. In the case of unsatisfactory or nonperformed work, the Government:

- i. may give the Contractor written notice of observed deficiencies prior to deducting for unsatisfactory or nonperformed work and/or assessing other damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work.
- ii. may, at its option, allow the Contractor an opportunity to reperform the unsatisfactory or nonperformed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within 30 minutes following notice to the Contractor by the Government. In the case of other work, corrective action must be completed within twenty-four hours of notice. Reperformance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, "Default (Fixed-Price Supply and Service)" of Section I and all other remedies for default as may be provided by law.
- iii. Shall deduct from the Contractor's monthly invoice all amounts associated with the unsatisfactory or nonperformed work at the prices set out in the Schedule and any accompanying exhibits or provided by other provisions of this contract, unless the Contractor is required to

reperform and satisfactorily completes the work. In addition to deducting for unsatisfactory or nonperformed work the Government will total the square footage of all interior space where service has been unsatisfactory or service has not been performed, compare it to the Assignable Square Footage (Attachment J-C1) and deduct, as liquidated damages, an additional 5% of the Contractor's monthly invoice amount if the total square footage of unsatisfactory or nonperformed work exceeds 5% of the Assignable Square Footage.

iv. may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule and any accompanying exhibits will be used as the basis for the deduction.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP 14 TO 30-AUG-2015	N/A	FEDERAL FACILITIES DIVISION DAVID BROWN REMOTE DELIVERY FACILITY 100 WASHINTON BLVD. ARLINGTON VA 22201 703-697-7351 FOB: Destination	HQ0015
0002	POP 01-SEP 15 TO 30-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
0003	POP 01-SEP 16 TO 30-AUG-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
0004	POP 01-SEP 17 TO 30-AUG-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
0005	POP 01-SEP 18 TO 30-AUG-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and (ii) register to use WAWF-RA at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to select either "Invoice as 2-in-1" for services only or "Invoice and Receiving Report (Combo)" for supplies or any combination of goods and services. Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

The following required information should automatically pre-populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

"Issue by DoDAAC" field enter **HQ0034**

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **To Be Determined**

"Service Acceptor/Extension" or "Ship to/ Extension" field enter **HQ0015**

"Inspect By DoDAAC/ EXT" fields **Leave Blank**

“LPO DoDAAC/ EXT” fields **Leave Blank**

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.

- Unit Price
- Unit of Measure

Shipment numbers must be formatted as follows:

Three (3) alpha characters followed by four (4) numeric characters.

For Services, enter ‘SER’ followed by the last 4 digits of the invoice number.

For Construction, enter ‘CON’ followed by the last 4 digits of the invoice number.

For Supplies, enter ‘SUP’ followed by the last 4 digits of the invoice number.

If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email address kortnee.stewart.ctr@whs.mil in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

Section G - Contract Administration

G-1 DESIGNATION OF PRINCIPAL CONTRACTING OFFICER

The Principal Contracting Officer for this contract is:

Supervisory Contracting Officer,
Facilities Support Services Team
WHS Acquisition and Procurement Office
1777 North Kent St.
Arlington, VA 22209

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

252.247-7006 Removal of Contractor's Employees

DEC 1991

SPECIAL CONTRACT REQUIREMENTS

H-1 SECURITY REQUIREMENTS

a. Security Classification Guidance

All Security Classification Guidance is provided on DD Form 254, Department of Defense Contract Security Classification Specification (hereafter referred to as the DD 254) at Attachment J-C2. Any changes or additional security classification guidance shall be provided to the Contractor in writing, through updates and modifications to the DD 254. At no time will the Government issue classification guidance in any other form (verbal, e-mail, etc.).

b. Facility Security Clearance (FCL)

Performance of this contract requires a TOP SECRET facility clearance. The Contractor's Facility Security Officer (FSO) shall report, in writing, to the Contracting Officer any changes in the Contractor's security status throughout the contract period of performance.

c. Personnel Security Clearance (PCL)

Contractor employees assigned to this project require a PCL at the level (Confidential, Secret or Top Secret) identified in block 1.a of the DD Form 254. Prior to assignment of Contractor employees to this project, the Contractor's FSO shall submit PCL validation through use of a Visit Authorization Request (VAR) for each employee, in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) to the designated security representative.

Changes in PCL status of Contractor employees shall be forwarded in writing to the Contracting Officer and the designated security representative.

d. Sub-Contractors

Subcontractors shall comply with the same security requirements as the Contractor. The Contractor shall issue DD 254s to each subcontractor reflecting the same security requirements applicable to the prime contract. The contractor shall also sponsor subcontractor(s) for an FCL and associated PCL(s) required in accordance with the DD 254.

H-2 DoD BUILDING PASS ISSUANCE

a. All personnel employed by a civilian commercial firm to perform work whose activity at any time requires passage into Government-occupied portions of the Pentagon or any other DoD facility on or off the Pentagon Reservation, shall be required to obtain a Temporary Department of Defense (DoD) Building Pass/Access Card.

b. The Contractor shall be responsible for having each employee requiring a Temporary DoD Building Pass/Access Card prepare the necessary applications, advising personnel of their obligations, filing the applications with the Contracting Officer, maintaining personnel files and re-filing applications for personnel in the event that clearances must later be extended. Personnel requiring a Temporary DOD Building Pass/Access Card must be either a citizen of the United States of America (USA) or a foreign national authorized to work in the USA under federal immigration and naturalization laws.

c. The Government will issue DoD building passes to eligible persons upon the completion of a National Criminal Information Check (NCIC) or National Agency Check (NAC). This is a search of the nationwide computerized information system established as a service to all criminal justice agencies. Processing of completed applications for initial pass issuance or renewal of existing passes will require three to five working days.

H-3 LOCAL INSURANCE

a. In accordance with the contract clause entitled “Insurance—Work on a Government Installation”, FAR 52.228-5, the Contractor shall procure and maintain during the entire period of its performance under this contract, as a minimum, the following insurance:

<u>Type</u>	<u>Amount</u>
<i>Comprehensive General Liability:</i>	
Bodily Injury or Death	\$500,000 per occurrence
<i>Motor Vehicle Liability (for each vehicle):</i>	
Bodily Injury or Death	\$200,000 per person
	\$500,000 per occurrence
Property Damage	\$20,000 per occurrence
Workers’ Compensation & Employer’s Liability	\$100,000 per person *

*Worker’s Compensation and Employer’s Liability: Contractors are required to comply with applicable Federal and State workers’ compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer’s liability section of the insurance policy, except when contract operations are so co-mingled with a contractor’s commercial operations that it would not be practical to require this coverage. Employer’s liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate of written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

H-4 COMPLIANCE WITH PENTAGON REGULATIONS

The site of the work is on a Federal Reservation Complex and the Contractor shall observe rules and regulations issued by the Director, Washington Headquarters Service (WHS) covering general safety, security, sanitary requirements, pollution and noise control, traffic regulations and parking. Information regarding requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining it from the appropriate authorities.

H-5 UTILITY SERVICES

a. Utility Services furnished to the Contractor by the Government from the Government's existing system outlets and/or supplies will be at no cost to the contractor. (See FAR Clause 52-236-14, Availability and Use of Utility Services.)

b. The Contractor shall make his/her own arrangements for services and coordinate with the Inspector any requirements that would cause a disruption in the electrical or water supply. NOTE: all disruption of services concerning electrical or water supply must be coordinated with the inspector and scheduled by the inspector prior to disconnection.

H-6 IDENTIFICATION OF EMPLOYEES

All Contractor and subcontractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. All documents or reports produced by the Contractor shall be marked as contractor products or otherwise indicate that contractor participation is disclosed.

H-7 SUBSTITUTION OF KEY PERSONNEL

a. A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved and who are necessary to fulfill the requirements of the contract. No changes in key personnel, including but not limited to the substitution or addition of key personnel, shall be made except in accordance with this clause.

b. If key personnel become unavailable for work under the contract for whatever reason for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution for such personnel in accordance with paragraph (d) below.

c. The contractor agrees that changes in key personnel will not be made unless necessitated by compelling reasons. Compelling reasons include, but are not limited to, serious illness, death, termination of employment, declination of an offer of employment (for those individuals proposed as contingent hires), and family friendly / maternity leave. When the contractor determines that compelling reason to change key personnel exists, the contractor shall submit a request in accordance with subparagraph (d) below to the Contracting Officer and obtain Contracting Officer approval prior to changing key personnel.

d. All proposals to change or add key personnel shall be submitted, in writing, to the Contracting Officer not less than fifteen (15) days prior to the date of the proposed substitution/addition. In those situations where a security clearance is required, the request must be submitted not less than thirty (30) days prior to the date of the proposed substitution/addition. Each proposal or request shall provide a detailed explanation of the circumstances necessitating the proposed change, the resume of the individual proposed for substitution or addition, information regarding the financial impact of the change, and any other relevant information. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

e. The Contracting Officer shall evaluate requests to change or add key personnel and will approve/disapprove the request in writing and so notify the contractor.

f. If the Contracting Officer determines that the suitable and timely replacement of personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, the Contracting Officer may adjust the contract price or fixed fee downward to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

g. Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of this contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-8, "Default (Fixed-Price Supply and Service)."

H-8 WORK STOPPAGES FOR OFFICIAL CEREMONIES

The Contractor shall provide for work stoppages as required for official ceremonies in the facility. A schedule of known ceremonies can be obtained from the Contracting Officer. The Contractor shall provide for a total of 4 days of work stoppages due to this requirement

H-9 DELIVERIES

a. All deliveries shall be processed through the Pentagon Remote Delivery Facility (RDF) site. The following information must be submitted to the COR or designated security representative 24 hours prior to scheduled delivery

- (1) Name of driver & passenger (if any)
- (2) Name of company
- (3) State of vehicle registration and license number
- (4) Contents of delivery

b. Security personnel staff the RDF from 4:30 AM until 5:30 PM (M-F) and 6:30 AM until 1:30 PM (Sat only). Arrangements can be made for deliveries outside of the hours by coordinating with the COR.

H-10 WORK BY OTHER CONTRACTORS

The Government has awarded and will award other contracts for similar and specialized work, which is outside the scope of this contract or outside the scope of the awarded options. These contracts will involve additional work at or near the site of the work under this contract. The contractor shall fully coordinate its work with the work of other Government contractors (hereafter called OGCs) and with the Contracting Officer. The Contractor shall carefully adapt its schedule and performance of the work under this contract to accommodate the work of the OGCs, and shall take coordination direction from the Contracting Officer. The OGCs will be placed under similar contracting conditions regarding coordination. The Contractor shall make every reasonable effort to avoid interference with the performance of work by the OGCs, as scheduled by the OGCs or by the Government.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2007
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005

52.222-43	Fair Labor Standards Act And Service Contract Act	NOV 2006
	- Price Adjustment (Multiple Year And Option)	
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2 Alt II	Termination For Convenience Of The Government (Fixed Price) (May 2004) - Alternate II	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Central Contractor Registration (52.204-7)	NOV 2003
Alt A	Alternate A	
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.241-7001	Government Access	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current Period of Performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months (not including any extension authorized under FAR clause 52.217-8).

(End of Clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUNE 2007)

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

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

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

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

(e) Government property provided under this clause:

Performance Work Statement C-1 Section 3.

(End of clause)

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): <http://acquisition.gov/far/index.html> - or - <http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

Section J - List of Documents, Exhibits and Other Attachments

J-B1 - J-B5 ATTACHMENTS

Attachment J-B1 - Schedule of Prices/Deductions

Base Performance Period

Area	Estimated Quantity	Unit	Unit Price	Total
Pentagon				
Restrooms	51,192	sq ft		
Corridors	83,517	sq ft		
Stairwells	11,164	sq ft		
Escalators	1,547	sq ft		
Elevators	4,439	sq ft		
Metro Entrance 1st Floor	20,926	sq ft		
Senior Executive Offices	36,188	sq ft		
Executive Offices	36,959	sq ft		
General Offices	506,059	sq ft		
Conference Rooms/Class Rooms/Training Rooms	17,972	sq ft		
Laboratories	736	sq ft		
Structurally Changed Spaces	7,112	sq ft		
Communication Rooms	34,338	sq ft		
Butler Building	22,621	sq ft		
Total Interior	834,770	sq ft		
Exterior Grounds	6,098,400	sq ft		
Window Cleaning	1,240	ea		
*Total	7,767,940	sq ft		
*The contractor's total price must match the total price for the CLINS in Section B.				
Unit Price for Additional Carpet Cleaning	1	sq yd		

Attachment J-B2 - Schedule of Prices/Deductions

Option Period One Performance Period

Area	Estimated Quantity	Unit	Unit Price	Total
Pentagon				
Restrooms	51,192	sq ft		
Corridors	83,517	sq ft		
Stairwells	11,164	sq ft		
Escalators	1,547	sq ft		
Elevators	4,439	sq ft		
Metro Entrance 1st Floor	20,926	sq ft		

Senior Executive Offices	36,188	sq ft		
Executive Offices	36,959	sq ft		
General Offices	506,059	sq ft		
Conference Rooms/Class Rooms/Training Rooms	17,972	sq ft		
Laboratories	736	sq ft		
Structurally Changed Spaces	7,112	sq ft		
Communication Rooms	34,338	sq ft		
Butler Building	22,621	sq ft		
Total Interior	834,770	sq ft		
Exterior Grounds	6,098,400	sq ft		
Window Cleaning	1,240	ea		
*Total	7,767,940	sq ft		
*The contractor's total price must match the total price for the CLINS in Section B.				
Unit Price for Additional Carpet Cleaning	1	sq yd		

Attachment J-B3 - Schedule of Prices/Deductions
Option Period Two Performance Period

Area	Estimated Quantity	Unit	Unit Price	Total
Pentagon				
Restrooms	51,192	sq ft		
Corridors	83,517	sq ft		
Stairwells	11,164	sq ft		
Escalators	1,547	sq ft		
Elevators	4,439	sq ft		
Metro Entrance 1st Floor	20,926	sq ft		
Senior Executive Offices	36,188	sq ft		
Executive Offices	36,959	sq ft		
General Offices	506,059	sq ft		
Conference Rooms/Class Rooms/Training Rooms	17,972	sq ft		
Laboratories	736	sq ft		
Structurally Changed Spaces	7,112	sq ft		
Communication Rooms	34,338	sq ft		
Butler Building	22,621	sq ft		
Total Interior	834,770	sq ft		
Exterior Grounds	6,098,400	sq ft		
Window Cleaning	1,240	ea		
*Total	7,767,940	sq ft		

	0			
*The contractor's total price must match the total price for the CLINS in Section B.				
Unit Price for Additional Carpet Cleaning	1	sq yd		

Attachment J-B4 - Schedule of Prices/Deductions
Option Period Three Performance Period

Area	Estimated Quantity	Unit	Unit Price	Total
Pentagon				
Restrooms	51,192	sq ft		
Corridors	83,517	sq ft		
Stairwells	11,164	sq ft		
Escalators	1,547	sq ft		
Elevators	4,439	sq ft		
Metro Entrance 1st Floor	20,926	sq ft		
Senior Executive Offices	36,188	sq ft		
Executive Offices	36,959	sq ft		
General Offices	506,059	sq ft		
Conference Rooms/Class Rooms/Training Rooms	17,972	sq ft		
Laboratories	736	sq ft		
Structurally Changed Spaces	7,112	sq ft		
Communication Rooms	34,338	sq ft		
Butler Building	22,621	sq ft		
Total Interior	834,770	sq ft		
Exterior Grounds	6,098,400	sq ft		
Window Cleaning	1,240	ea		
*Total	7,767,940	sq ft		
*The contractor's total price must match the total price for the CLINS in Section B.				
Unit Price for Additional Carpet Cleaning	1	sq yd		

Attachment J-B5 - Schedule of Prices/Deductions
Option Period Four Performance Period

Area	Estimated Quantity	Unit	Unit Price	Total
Pentagon				
Restrooms	51,192	sq ft		
Corridors	83,517	sq ft		
Stairwells	11,164	sq ft		
Escalators	1,547	sq ft		

Elevators	4,439	sq ft		
Metro Entrance 1st Floor	20,926	sq ft		
Senior Executive Offices	36,188	sq ft		
Executive Offices	36,959	sq ft		
General Offices	506,059	sq ft		
Conference Rooms/Class Rooms/Training Rooms	17,972	sq ft		
Laboratories	736	sq ft		
Structurally Changed Spaces	7,112	sq ft		
Communication Rooms	34,338	sq ft		
Butler Building	22,621	sq ft		
Total Interior	834,770	sq ft		
Exterior Grounds	6,098,400	sq ft		
Window Cleaning	1,240	ea		
*Total	7,767,940	sq ft		
*The contractor's total price must match the total price for the CLINS in Section B.				
Unit Price for Additional Carpet Cleaning	1	sq yd		

NOTICE OF WAGE DETERMINATION

Any contract awarded as a result of this solicitation will be subject to Wage Determination CBA-2014-0091.

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ATTACHMENT 3 J-C1

ESTIMATED BUILDING AREA MEASUREMENTS*

Internal Assignable Square Footage on 04/01/14 (2nd Floor)	931,881
External Square Footage	5,100,000
Pentagon Estimated Square Footages (2nd Floor)	
Restrooms	51,192
Corridors	83,517
Stairwells	11,164
Escalators	1,547
Elevators	4,439
Metro Entrance 1 st Floor	20,926
Senior Executive Offices	36,188
Executive Offices	36,959
General Offices	506,059
Conference Rooms/Class Rooms/ Training Rooms	17,972
Laboratories	736
Structurally Changed Spaces	7,112
Communications	34,338
Estimated Carpeted Area	
Pentagon (2 nd Floor)	639,364 (71,040 SY)
Floor Mats	5,000 (556 SY)
Estimated Window Count	
Interior Window Sides	540
Exterior Window Sides	6,925
Additional Glass SF	5,500

*All estimates are based on the renovation schedule and square footage estimates provided by PENREN and/or reported on FIMS. PENREN estimates Corridors 9 to 1 to be closed for renovation on 04/01/2014.

J-L1 ATTACHMENT

Past Performance Data Sheet

**See Separate Attachment.

J-L2 ATTACHMENT

Past Performance Questionnaire

**See Separate Attachment.

J-C2 ATTACHMENT

Contract Security Classification – DD254

**See Separate Attachment.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ (insert full name of person(s)
in the offeror's organization responsible for determining the prices offered in this bid or proposal,
and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above
have not participated, and will not participate, in any action contrary to subparagraphs (a)(1)
through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to
subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must
furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is
561720.

(2) The small business size standard is \$15 Million.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation,
paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently
registered in CCR, and has completed the ORCA electronically, the offeror may choose to use
paragraph (b) 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 (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the
Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>.
After reviewing the ORCA database information, the offeror verifies by submission of the offer
that the representations and certifications currently posted electronically 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
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.
(End of Provision)

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)

REPS & CERTS

K-1 AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (List names, titles, and telephone numbers of the authorized negotiators).

K-2 PERIOD OF ACCEPTANCE FOR OFFERS

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 90 calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-1	Site Visit	APR 1984
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(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 which 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, or revision, 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 contract 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 items, the make and model of the item 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)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION

OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)

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

(b) Provide Schedule of Prices/Deductions (see J-B1 – J-B5 Attachments).

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(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

Washington Headquarters Services / Acquisition & Procurement Office
Contracting Officer: Mr. David Julian
1777 North Kent Street, Suite 12063
Arlington, VA 22201

(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)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide

the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html> - or - <http://farsite.hill.af.mil/VFDFARA.HTM>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b)The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1-2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

INSTRUCTIONS TO OFFERORS

L-1 PRE-AWARD SURVEY

A pre-award survey may be conducted when the Contracting Officer determines it to be in the Government's interest.

L-2 DEADLINE FOR RECEIPT OF QUESTIONS FROM PROSPECTIVE OFFERORS

Potential offerors may submit questions in writing, regarding the performance work statement and the terms and conditions of this solicitation, by mail, courier, email or fax, but questions must be received in the office designated below **no later than 4:00 PM local time on 16 July 2014**.

Submit questions to:

Ms. Kortnee Stewart, Contract Specialist
WHS Acquisition and Procurement Office
1777 North Kent St.
Suite 12063
Arlington, VA 22209
FAX: 703-696-4164
Email: kortnee.stewart.ctr@whs.mil

L-3 ADDRESS AND OFFER DUE DATE

Proposals, in the quantities specified, shall be received at:

WHS Acquisition & Procurement Office
Attn: Ms. Kortnee Stewart
1777 North Kent St.
Arlington, VA 22209

Offers shall be received in the office identified above by 2:30 PM local time on 06 August 2014.

Late submissions will not be accepted.

L-4 SITE VISIT AND PRE-PROPOSAL CONFERENCE

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. A site visit and pre-proposal conference is scheduled for **10:00 AM on 10 July 2014**. Details regarding the location and procedures for access will be issued by amendment.

L-5 PROPOSAL PREPARATION

Offerors must submit offers using the following submission guidance and information. Failure of an offeror to address any items listed may make the offer unacceptable and may result in its not being considered for award.

- a. Offer shall remain firm for at least 90 calendar days (offeror shall enter 90 in Block 12 of the SF33) and can be submitted via FEDEX, United States Postal Service (USPS), U.S. Mail, or another commercial carrier; however, the use of USPS is not recommended as the single method of submission. Offers shall be submitted to the address in paragraph L-3 above.
- b. Neither telegraphic nor facsimile offers will be considered; however, offers may be modified by written, telegraphic, or facsimile notice, if that notice is received by the time specified for receipt of offers.
- c. Offerors must submit one original and three (3) copies of their technical (Volume I), one original and one copy of their price proposal, past performance and business information (Volume II), including all attachments, on separate CD-ROMs using Microsoft Office 2000 or 2003 compatible format.

L-6 GENERAL PROPOSAL REQUIREMENTS

- a. All proposals must clearly and convincingly demonstrate that the offeror has a thorough understanding of the requirements and associated risks, and is able, willing, and competent to devote the resources necessary to meet or exceed the requirements.
- b. Should any aspect of the Contractor's proposal change after submission but prior to award, the Contractor shall promptly notify the Contracting Officer of the change. Note that substantial changes may require dismissal of the proposal from consideration.
- c. Offer's outside wrapper shall clearly indicate that it is a submission under this solicitation.

L-7 GENERAL PROPOSAL CONTENT

Each proposal shall contain the following:

- i. Standard Form 33, or equivalent. Failure to do so may lead to rejection of the offer.
- ii. Cover Letter. All offerors shall submit a cover letter including a concise statement of what is being proposed. The statement should be complete, not more than two pages, and should clearly indicate reasons why a contract should be awarded to the offeror, with appropriate summary of highlights and references to the body of the proposal. This letter shall outline and explain any deviations, exceptions, or conditional assumptions taken to the requirements of this solicitation. Further, sufficient amplification and justification to permit evaluation must support any deviations, exceptions, or conditional assumptions. To the extent that there is any inconsistency between the terms and conditions of the solicitation and those proposed by the offeror, which inconsistency has not been clearly disclosed to the Government by the offeror, the Government's terms and conditions shall control in the event that a contract is awarded.
- iii. Technical Proposal – Volume I (provide one original and 3 copies).
- iv. Price Proposal, Past Performance Data and Business Information – Volume II (provide one original and one copy).

L-8 TECHNICAL PROPOSAL – VOLUME I

- a. Proposal Contents. The technical proposal must demonstrate an ability to comply with all requirements in the solicitation. General statements that the Offeror can or will comply with the requirements, that standard procedures will be used, that well known techniques will be used, or paraphrases of the RFP's Statement of Work/Specification in whole or in part, **will not** constitute compliance. Failure to conform to any of the requirements of the RFP may form the basis for rejection of the proposal.
- b. Proposal Length. The Technical Proposal must not exceed 75 pages, single-sided; including the original technical proposal and additional or change pages submitted with an offeror's final proposal revision, excluding foldouts, blank pages, title pages, tab indices and table of contents. Changed pages shall be clearly identified as such and should be provided on colored paper with the revisions clearly marked. If the offeror elects to submit a complete revised technical proposal, revisions must be clearly identified. Each page shall be 8 ½ x 11 inches, doubled-spaced, 12-point font, with one-inch margins. This limit extends to all introductory comments, overviews, text,

illustrations, graphics, appendices and other pertinent information. Graphics and appendices must be single-spaced. Graphics are exempt from the 12-point font and one-inch margin requirements.

Plans and Drawings are not included in the 75-page limit. The Technical Proposal must be bound separately in a binder and all foldouts must be in sleeves and placed in the binder. Claims as to proprietary data must specifically identify page(s), paragraph(s), sentence(s), and must not be generalized. Pages shall be numbered and paragraphs identified by a commonly used and consistent system to assist in referencing specific areas of the proposal. Pages shall also have a header or footer that contains at a minimum, contractor name and solicitation number. Enclosures must be identified on all pages.

c. Technical Information. Offeror shall address their technical capability to adequately perform the requirements set forth in Section C. At a minimum, the proposal shall provide information supporting the Contractor's ability to meet contract requirements in the areas listed below (keyed to the Evaluation Factors in Section M).

Factor	Subfactor	Specific Instructions
(1) Technical Requirements	Subfactor a. “Possession of a Top Secret Facility Clearance (Evaluated on a Pass/Fail Basis)”	Provide a copy of the offerors Defense Security Service Facility Clearance letter documenting possession of a Top Secret Facility Clearance.
(1) Technical Requirements	Subfactor b. “Adequacy, Feasibility and Technical Merit”	Provide an overview of the offerors method and approach for delivering quality custodial services to the Pentagon.
(1) Technical Requirements	Subfactor c. “Proposed Methodology”	Provide an overview of the offeror’s and any major subcontractors proposed method for meeting the performance requirements including capabilities and skills. Provide an overview of the offeror’s plans for addressing the general historic performance issues identified in Section C, paragraph 1.2.

Factor	Subfactor	Specific Instructions
(1) Technical Requirements	Subfactor d. "Technical Experience and Capability"	Summarize the offeror's and any major subcontractors experience and qualifications in providing custodial services of a similar type and magnitude.
(2) Management	Subfactor a. "Key Personnel and Organizational Structure"	Describe the offerors organizational structure proposed for managing this contract. Provide organizational charts and resumes of key personnel.
(2) Management	Subfactor b. "Quality System"	Provide a draft Quality Control Plan.
(2) Management	Subfactor c. "Management and Environmental Stewardship"	Provide a draft Management and Environmental Stewardship Plan
(2) Management	Subfactor d. "Health and Safety"	Provide a draft Health and Safety Plan
(2) Management	Subfactor e. "Ability of Organization to Respond to Problems"	Summarize the ability of the offerors organizational structure to respond to problems, mitigate risk and maintain performance.

Factor	Subfactor	Specific Instructions
(3) Past Performance		See paragraph L-9 below.
(4) Participation of Small Businesses, HUBZone Small Businesses, Small Disadvantaged Businesses and Women-Owned Small Business Concerns		Outline plan to award subcontracts to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in performance of the contract.

L-9 PAST PERFORMANCE PROPOSAL – VOLUME II

a. The Offeror past performance proposal must address corporate past performance in performing projects similar in size and scope to the effort required by Section C. The Contractor's relevant Past Performance will be evaluated to assess the extent of its ability to perform the contract successfully (quality of product or service, accuracy and completeness, timeliness of delivery/work, business relations, customer satisfaction, key personnel and staffing (including subcontractors/partners)).

b. Offeror shall submit a Past Performance Data Sheet, Section J, Attachment J-L1, for three (3) Government or commercial contracts for services directly related or similar to the services required in Section C. Information for contracts or subcontracts shall be for relevant contracts and subcontracts currently in process or completed within the past five (5) years. Specifically address the following items:

- i. The nature of the effort
- ii. The tasks performed, including the deliverables, as they relate to Section C
- iii. Timeliness of deliveries
- iv. The extent of involvement (as a prime versus a subcontractor)
- v. The period of performance
- vi. The utilization of subcontractor technical support versus in-house technical support
- vii. Remote site management experience
- viii. Point of contact, phone and fax number for each contact listed

c. The Offeror shall complete the top portion of page 1, Section J, Attachment J-L2, Past Performance Questionnaire, and send it to each of the three (3) customers for the contracts

identified above on Attachment J-L1. As stated in Attachment J-L2, the reference will complete this form and return it directly to the Government by the solicitation closing date.

d. In accordance with FAR 15.305(a)(2)(iv), an Offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance (neutral evaluation).

e. The Government will consider past or current contracts (including Federal, State and local government and private) for efforts similar to the Government requirement. The Government will consider information provided on problems encountered on the identified contracts and associated corrective actions. Contractors with a negative past performance rating will be afforded an opportunity to address alleged deficiencies. The Government may also consider information obtained from any other sources when evaluating past performance. Failure of a contractor to disclose a relevant Government contract with poor past performance may affect the contractor's past performance rating.

f. The Government may consider past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant.

g. Evaluation of past performance will include an evaluation of the contractor's past performance in complying with the requirements of FAR clauses 52.219-8, and DFARS 252.219-7003, as applicable.

L-10 PRICE PROPOSAL – VOLUME II

Proposal Contents: The price proposal shall consist of the following:

- i. Completed SF33
- ii. Completed Section B
- iii. Completed Attachment, Schedule of Prices/Deductions, J-B1 – J-B5
- iv. Completed Section K (Representations and Certifications)

L-11 SECURITY

This procurement is restricted to offerors with an active TOP SECRET facility clearance granted by a Military Department. Offers received from firms that do not have an active TOP SECRET FACILITY clearance will not be considered.

L-12 SPECIAL NOTICE TO OFFERORS

- a. Failure to submit any of the information requested by this solicitation may be cause for unfavorable consideration.
- b. Upon receipt, all proposals become Government property.

c. After award, the Government reserves the right to publish any and/or all technical and cost related submissions provided by the successful Offeror (s) in any Government database or publication.

L-13 CONFIDENTIAL INFORMATION

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the Government for copies of contract qualifications and proposals submitted to federal agencies. If an offeror's submissions contain information that he/she believes should be withheld from such requestors under FOIA on the grounds that they contain "trade secrets and commercial or financial information" [5 USC§552(b)(4)], the offeror should mark its submissions in the following manner: i. The following notice should be placed on the title page: "Some parts of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on such grounds is contained on page(s) _____". ii. Each individual item considered privileged or confidential under FOIA should be marked with the following notice: "The data or information is considered confidential or privileged, and is not subject to mandatory disclosure under the Freedom of Information Act"

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.232-15	Progress Payments Not Included	APR 1984

EVALUATION FACTORS

M-1 BASIS FOR AWARD

Award will be made to the responsible offeror whose offer, conforming to the solicitation, represents the best overall value to the Government, given the outcome of the Government's evaluation of each offeror's technical proposal, socioeconomic program utilization proposal, past performance and price proposal. In selecting the best overall offer for award, the Government will consider the quality offered, which includes all non-price factors, for the evaluated price. The relative quality of offers will be based upon the Government's evaluation of the offeror's ability to exceed the minimum performance requirements of this solicitation and the risk of nonperformance, defective performance or late performance under the resulting contract. The quality of offers will be compared to the differences in the overall price to the Government. The Government may award on the basis of a proposal with superior ratings even though it may result

in a higher price to the Government. No award will be made to an offeror who has received a marginal or unsatisfactory rating in any factor or subfactor.

M-2 EVALUATION FACTORS

The offer must be realistic in both technical approach and total price. Offers that are unrealistic in terms of technical approach or unrealistically low in price will be considered indicative of a lack of understanding of the complexity and risk in the contract requirements. Unrealistic offers will not be considered for award.

The ability of the offeror to perform all aspects of the anticipated contract from inception to completion will be considered as part of the overall “realism” evaluation. Pursuant to FAR 52.215-1(f), Instructions to Offerors-Competitive Acquisition (JAN 2004), the Government may evaluate offers and award contract(s) without discussions with offerors. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

To arrive at the best value decision, the Technical Evaluation Committee (TEC) will evaluate the technical factors and the Source Selection Authority (SSA) will base the source selection decision on an integrated assessment of the submitted proposals in accordance with the evaluation factors and sub-factors established within the solicitation. The SSA may select a higher-priced offeror if that offeror is evaluated to have a superior technical and management approach, and a demonstrated past performance record that outweighs the benefits of any price difference.

In selecting the best overall offer, the following factors will be considered: (1) technical, (2) management, (3) past performance, (4) Participation of Small Businesses, HUBZone Small Businesses, Small Disadvantaged Businesses and Women-Owned Small Business Concerns and (5) price to the Government. All factors and sub-factors are listed in descending order of importance. When combined, the non-price factors are slightly more important than price. Price will become increasingly important as the non-price evaluation factors become increasingly equal. Price will not be a numerically weighted factor in the evaluation of proposals and the importance of price does not bear a linear relationship to the importance of the technical proposal and past performance. The importance of price in the evaluation for award will depend upon the differences in evaluated technical quality and in past performance among offerors and, as stated above, will increase as the differences decrease. The following evaluation factors will be used for this source selection:

(1) Technical Requirements:

- a. Possession of a Top Secret Facility Clearance (Evaluated on a Pass/Fail Basis)
- b. Adequacy, Feasibility and Technical Merit
- c. Proposed Methodology
- d. Technical Experience and Capability

(2) Management:

- a. Key Personnel and Organizational Structure
- b. Quality System

- c. Management and Environmental Stewardship
- d. Health and Safety
- e. Ability of Organization to Respond to Problems

(3) Past Performance

(4) Participation of Small Businesses, HUBZone Small Businesses, Small Disadvantaged Businesses and Women-Owned Small Business Concerns

(5) Price

Proposals will be evaluated and ranked considering the following:

(1) Technical:

a. Security Clearance. This evaluation subfactor will consider if the offeror has an active Top Secret Facility Clearance as evidenced by a copy of its Defense Security Facility Clearance (DSSFC) letter provided with their proposal. This subfactor will be evaluated on a pass/fail basis. **Offerors not having an active Top Secret Facility Clearance will not be evaluated for award.**

b. Adequacy, Feasibility and Technical Merit. This technical evaluation subfactor will consider the adequacy, feasibility and technical merit of the Contractor's method and approach for delivering quality custodial services to the Pentagon including the Contractor's understanding of and approach to meeting overall requirements as described in Section C.

c. Proposed Methodology. This technical evaluation subfactor will consider the offeror's proposed methodology for meeting the performance requirements including the offeror's and any major subcontractor's capabilities and skills. Evaluation of this subfactor will also consider the offerors methodology for addressing the general historic performance issues identified in Section C, paragraph 1.2.

d. Technical Experience and Capability. This technical subfactor will consider the offeror's and major subcontractor's depth of experience and qualifications in delivering quality custodial services similar in scope and type as those specified in Section C.

(2) Management:

a. Key Personnel and Organizational Structure. This management subfactor will consider the relevant experience and ability of the current corporate management structure and organization, including key personnel and changes to the organization, proposed for managing performance of the contract. Evaluation will consider the ability of the company to establish organizational controls and procedures to ensure a safe and hazard free work environment. Evaluation of this subfactor will also include an evaluation of major subcontractors' management structure and their

relevant experience and ability to perform the requirements of the proposed contract as well as the plan for obtaining and retaining key staff.

b. Quality System: This subfactor will consider the proposed quality system that will be used in the performance of this contract and how well the offeror demonstrates that it will meet the requirements of Section C. Consideration shall be given to whether the offeror has achieved certification or whether it is pursuing certification to an internationally accepted and certified quality system and when certification to that system is anticipated.

c. Management and Environmental Stewardship: This subfactor will consider the offerors commitment to environmental management, employee health and safety, and the use of environmentally preferable products.

d. Health and Safety: This subfactor will consider the offerors commitment to a safe environment for Contractor personnel, building occupants and visitors.

e. Ability of Organization to Respond to Problems: Organizational structure's ability to respond to rapidly emerging problems to include how the organization will evaluate problems and coordinate implementation of risk mitigation strategies to maintain performance, quality, and schedule.

(3) Past Performance. Each offeror's past performance will be evaluated as part of the Government's overall evaluation of best value. At a minimum, this evaluation will take into account past performance information submitted as a part of each offeror's proposal including information regarding predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement. For those offerors without a record of relevant past performance or for whom information on past performance is not available, the offeror will receive a neutral past performance rating. Offerors with a negative past performance rating will be afforded an opportunity to address alleged deficiencies.

(4) Participation of Small Businesses. The offeror will be evaluated on the extent to which it plans to participate, through joint ventures, teaming arrangements, and subcontracts, with small businesses (SB), HUBZone small businesses (HUBZone), small disadvantaged businesses (SDB), women-owned small businesses (WOSB), and service disabled veteran-owned small businesses (SDVOSB) in the performance of the contract.

(5) Price

General. Price will not be a numerically weighted factor in the evaluation of proposals; neither will importance of price bear a linear relationship to technical proposals. The Government's decision as to which individual offer(s) represents the best value will be made after considering the overall cost to the Government and comparing the other evaluation factors addressed in each proposal. The Government may make an award to an offeror with a proposal that contains superior technical features even if such a decision results in additional price to the Government. Pricing will also be evaluated to determine whether it is materially unbalanced. As the difference

in the evaluated quality among the offers with the highest rated combination of technical and past performance decreases, the importance of price as an evaluation factor shall increase, and may become the determinative factor for making award. Pursuant to FAR 52.215-1(f)(4), Instructions to Offerors-Competitive Acquisition (JAN 2004), the Government may evaluate offers and award contract(s) without discussions with offerors. The offeror's Fixed Price CLINs shall be evaluated by summing the total Firm Fixed Price line item for each year of the contract (base plus options). Fixed price proposals will be reviewed for reasonableness, affordability, and realism to determine whether they reflect an understanding of the requirements or contain apparent mistakes. The offeror's proposed approach must be consistent with the cost/price proposal. As part of the cost/price evaluation, proposals may be reviewed to identify any significant unbalanced pricing including unbalancing in the Schedule of Prices. In accordance with FAR 15.404-1(g), Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government. If applicable, the cost/price proposals will also be evaluated to ensure they comply with the standards set for non-exempt employees established by the Department of Labor (DOL) through the Services Contract Act, 41 USC 351 et sig.; its implementing regulations; and the appropriate wage determination issued by the DOL. These standards include, but are not limited to, minimum direct labor rates, minimum health and welfare benefits per hour, and minimum vacation and holiday hours. Cost may play an additional role since considerations of cost in terms of best value and affordability may be controlling in circumstances where two or more proposals are otherwise adjudged equal or when a technically superior proposal is at a cost that the Government cannot afford.

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ATTACHMENT 4 J-L1

PAST PERFORMANCE DATA

1. Complete Name of Reference (Government agency, commercial firm, or other organization)	
2. Complete Address of Reference	
3. Contract Number or other control number	4. Date of contract
5. Date work was begun	6. Date work was completed
7. Contract type, initial contract price, estimated cost and fee, or target cost and profit or fee	8. Final amount invoiced or amount invoiced to date
9a. Reference/Technical point of contact (name, title, address, telephone no. and email address)	9b. Reference/Contracting point of contact (name, title, address, telephone no. and email address)
10. Location of work (country, state or province, county, city)	
11. Current status of contract (choose one): <input type="checkbox"/> Ongoing <input type="checkbox"/> Complete <input type="checkbox"/> Terminated for Convenience <input type="checkbox"/> Terminated for Default <input type="checkbox"/> Other (explain)	
12. Provide brief information describing the contract and the relevancy of the effort to be performed in accordance with the SOW and requirements of the solicitation. Provide an estimated % of relevancy of the referenced contract to the requirements set forth in this solicitation. Relevance shall address the following areas: Provision of layberth facility and associated services. Relevance can be discussed in further detail on the attached summary description as set forth in block 14 below.	
13a. Did this contract require a Small Business Subcontracting Plan pursuant to FAR 52.219-9? Yes _____, No_____. 13b. If "Yes" to 13a, have you regularly submitted SF 294/295 reports on time? 13c. Attach a copy of your most recently submitted SF 294.	
14. Provide a summary description of contract work, not to exceed two pages in length. Describe the nature and scope of work, its relevancy to this contract, and a description of any problems encountered and your corrective actions. Attach the explanation to this form.	

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ATTACHMENT 5 J-L2

PAST PERFORMANCE QUESTIONNAIRE

**Source Selection Sensitive
See FAR 2.101 and 3.104**

TO: _____ **FACSIMILE:** _____
PHONE: _____ **EMAIL:** _____

Information Request

Washington Headquarters Services is currently in the process of soliciting offers for a contract for the provision of Custodial Services. [\[CONTRACTOR NAME\]](#) provided your name and organization as a reference regarding [\[CONTRACT DESCRIPTION\]](#) past performance under [\[CONTRACT NO.\]](#). Specifically, we are looking for past performance information in the following areas:

- a.) Quality of Service
- b.) Timeliness or Scheduling of Service
- c.) Business Relations/Customer Satisfaction
- d.) Key Personnel and Staffing (Including Subcontractors)

In order for our team to compile its evaluation, we request that you complete the attached survey form and email it, and any other pertinent information by [\[SOLICITATION CLOSING DATE\]](#) to Kortnee Stewart kortnee.stewart.ctr@whs.mil
Information can also be sent via facsimile to the attention of Kortnee Stewart at FAX: (703) 696-4164.

For your convenience, a cover sheet for use in mailing/faxing is provided below.

Washington Headquarters Services, Acquisition and Procurement Office Attn: Kortnee Stewart
1777 North Kent At.
Suite 12063
Arlington, VA 22209

From: (Name and Address of Firm) _____

(Point of Contact Name) _____
(Facsimile/Phone Number) _____
(E-mail Address) _____

To (Point of Contact Name) Kortnee Stewart
(Facsimile/Phone Number) (703) 696-3858 FAX: (703) 696-4164
(E-mail Address) kortnee.stewart.ctr@whs.mil

**PAST PERFORMANCE QUESTIONNAIRE
SOURCE SELECTION SENSITIVE**

See FAR 2.101 and 3.104

CONTRACTOR PERFORMANCE EVALUATION SURVEY

CONTRACTOR NAME: _____ CONTRACT NUMBER: _____

EVALUATION PERIOD: _____ CONTRACT VALUE: \$ _____

1. Please describe the service/supply provided by the Contractor for your firm.

2. Please provide ratings and comments regarding the Contractor’s performance in each area below using the following ratings: Exceptional (E), Very Good (VG), Satisfactory (S), Marginal (M), or Unsatisfactory (U). See next page for definition of ratings. **For all ratings EXCEPT “Satisfactory,” please provide a brief explanation.**

	Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory
OVERALL PAST PERFORMANCE RATING Please provide an overall rating of the contractor’s past performance for the referenced contract/delivery order.					
a.) Quality of Service:					
Conformance to contract requirements, appropriateness of personnel, accuracy of reports, and technical excellence.					
b.) Timeliness or Scheduling of Service/Deliveries:					
Timeliness of performance, met interim milestones, reliable, responsive to technical and contractual direction as to scheduling.					
c.) Business Relations/Customer Satisfaction					
Effective management, prompt notification of problems, reasonable/cooperative behavior, proactive, timely award and management of subcontracts, effective small business/small disadvantaged business					
d.) Key Personnel and Staffing (Including Subcontractors)					
Quality of key personnel and how well key personnel managed their portion of the contract.					

3. Would you hire this contractor to provide services for your organization in the future?
_____ Please provide comments using additional pages, if desired.

Signed: _____

Print Name: _____

PAST PERFORMANCE DEFINITIONS

The following definitions are to be used when assessing past performance:

EXCEPTIONAL/VERY LOW PERFORMANCE RISK (E)

No doubt exists that the offeror will successfully perform the required effort.

VERY GOOD/LOW PERFORMANCE RISK (VG)

Little doubt exists that the offeror will successfully perform the required effort.

SATISFACTORY/MODERATE PERFORMANCE RISK (S)

Some doubt exists that the offeror will successfully perform the required effort.

MARGINAL/HIGH PERFORMANCE RISK (M)

Substantial doubt exists that the offeror will successfully perform the required effort.

UNSATISFACTORY/VERY HIGH PERFORMANCE RISK (U)

Extreme doubt exists that the offeror will successfully perform the required effort.

NEUTRAL (N)

The offeror, its subcontractors or team members and/or its key personnel have no significant performance record relevant or identifiable to the services to be performed.

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ATTACHMENT 6 J-C2

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED TOP SECRET b. LEVEL OF SAFEGUARDING REQUIRED NONE	
2. THIS SPECIFICATION IS FOR: <i>(x and complete as applicable)</i> a. PRIME CONTRACT NUMBER <input type="checkbox"/> _____ b. SUBCONTRACT NUMBER <input type="checkbox"/> _____ c. SOLICITATION OR OTHER NUMBER <input checked="" type="checkbox"/> HQ0034-07-R-1058		3. THIS SPECIFICATION IS: <i>(x and complete as applicable)</i> a. ORIGINAL (Complete date in all cases) <input checked="" type="checkbox"/> DATE (YYMMDD) 071218 b. REVISED (Supersedes all previous specs) <input type="checkbox"/> Revision No. _____ DATE (YYMMDD) c. FINAL (Complete item 5 in all cases) <input type="checkbox"/> DATE (YYMMDD) _____	
4. THIS IS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <u>MDA948-03-C-0001</u> (Preceding Contract Number) is transferred to this follow-on contract.			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.			
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i> a. NAME, ADDRESS, AND ZIP CODE _____ b. CAGE CODE _____ c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) _____			
7. SUBCONTRACTOR a. NAME, ADDRESS, AND ZIP CODE _____ b. CAGE CODE _____ c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) _____			
8. ACTUAL PERFORMANCE a. LOCATION _____ b. CAGE CODE _____ c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) _____			
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT The purpose of this procurement is to hire a contractor to perform the custodial duties for the Pentagon.			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
YES	NO	YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

DD FORM 254 Front

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the NISPOM or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify): **Directorate Freedom of Information and Security Review**
1155 Defense Pentagon, RM 2C757
Washington, DC 20301-1155

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

4. The solicitation is for a follow-on to contract MDA946-03-C-0001. Contract MDA946-03-C-0001 required a TOP SECRET facility clearance. However, no classified material was received or generated under this contract.

10. The contractor will be required to enter secure spaces to perform custodial tasks such as trash removal, vacuuming, dusting, window washing, carpet cleaning, etc.

11a. Due to the nature of the service, the contractor will have access to some general scheduling information of high-ranking officials visiting the Pentagon.

11b.
The contractor will enter secure spaces and be expected to provide the custodial services to the Pentagon's needs.

PFPA Industrial Security Manager *Caryl Richardson*

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.) Yes No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.) Yes No

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL David Julian	b. TITLE Contracting Officer	c. TELEPHONE (Include Area Code) 703-696-3871
d. ADDRESS (Include Zip Code) WHS Acquisition & Procurement Office 1155 Defense Pentagon Arlington, VA 20301-1155		17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY
e. SIGNATURE <i>David Julian</i>		

DD FORM 254 Reverse

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 03-Jan-2008	4. REQUISITION/PURCHASE REQ. NO. KRS1017071323		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209	CODE HQ0034	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. HQ0034-07-R-1058	
			X	9B. DATED (SEE ITEM 11) 21-Dec-2007	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>The purpose of this Amendment is to provide details for the scheduled site visit 10 January 2008 - 10:00 AM and Incorporate Attachment J-C2.</p> <p>See Continuation Sheet</p>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		03-Jan-2008	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been added by full text:

SITE VISIT INFORMATION

A site visit has been scheduled for January 10, 2008 @ 10:00 A.M. The site visit will be followed by a brief pre-proposal conference. All contractors are strongly suggested to attend the site visit. Each contractor is allowed only two individuals for attendance. All attendees are required to meet at the Pentagon Metro entrance (outside) at least 15 minutes prior to the scheduled start of the site visit. Attendees shall submit company name, individuals name, a valid driver's license number including state of issue, and Social Security number in advance for access to the building unless they currently have a Pentagon access badge. Two forms of picture identification shall be required to be shown upon arrival. All required information will need to be forwarded to Mr. Tom Boardman at tom.boardman@whs.mil by 12:00 P.M. on 8 January 2008.

(End of Summary of Changes)