

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 17
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 25-May-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY CODE M67400 MARINE CORPS REGIONAL CONTRACTING OFFICE MARINE CORPS BASE CAMP S.D. BUTLER PSC 557 BOX 2000 FPO AP CA 96379-2000		7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. M67400-16-T-0067	
		X	9B. DATED (SEE ITEM 11) 13-May-2016	
			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. 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: (a) By completing Items 8 and 15, and returning _____ 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.				
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.) The purpose of this solicitation amendment is as follows: 1) To add FAR 52.232-19 - AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984). 2) To update FAR 52.212-2 - EVALUATION-COMMERCIAL ITEMS (OCT 2014). 3) To add Performance Work Statement (PWS), Section 4.2.1.1 for Secret Facility Clearance (FCL). See the Summary of Changes. All other terms and conditions remain unchanged. Point of Contact: Manabu Mitomi Phone: 011-81-98-970-1504 (from U.S.) / 098-970-1504 (local) / e-mail: manabu.mitomi.ja@usmc.mil				
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 _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 25-May-2016	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sep 2016 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

The following have been modified:

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

**LSCO Oracle Systems Engineer Support
for
III MEF, Camp Foster,
Okinawa, Japan**

SECTION I

DESCRIPTION OF SERVICES

1.0 INTRODUCTION. This is a requirement for Global Combat Support System-Marine Corps (GCSS-MC) Field Service Representatives (FSR)/Instructors on Camp Foster in Okinawa, Japan in support of III Marine Expeditionary Force (III MEF).

1.1 BACKGROUND. III Marine Expeditionary Force requires on-site contract support in the realm of oracle based system knowledge. These positions are critical to the technical support of III MEF operations and communications including collaboration/command and control, readiness tracking, and user access. The specific skills required to maintain and enhance the complex systems are described in detail in this PWS.

1.2 SCOPE. The contractor shall provide all labor, materials, supply and transportation unless otherwise indicated in this document. The contractor shall provide GCSS-MC FSR/Instructor support to the III MEF Logistics Systems Coordination Office (LSCO) to assist in daily operations, monitor performance, provide GCSS-MC Instructional classes, execute centralized deployment administration, capture functional/technical issues impacting logistics support and coordinate corrective actions with the appropriate Higher Headquarters (HHQ), Marine Corps Systems Command (MCSC), Marine Corps Logistics Command (MCLC), and /or other supporting agencies in order to optimize the effectiveness and functionality of logistics support systems for improved materiel management and readiness for III MEF.

1.3 TECHNICAL REQUIREMENTS The Contractor shall:

1.3.1 Provide Oracle Systems Support

1.3.1.1 Contractor Tasks

1.3.1.1.1 The Contractor shall generate system reports or provide assistance to subordinate units in the development of reports as required.

1.3.1.1.2 The Contractor shall coordinate and conduct Force Activity Designator (FAD) changes.

1.3.1.1.3 The Contractor shall coordinate between III MEF and the Major Subordinate Commands (MSCs) on logistics systems issues.

1.3.1.1.4 The Contractor shall design, develop, and implement new methods and procedures of technical solutions that meet the requirements of assigned projects. Designs may involve major and highly complex systems.

1.3.1.1.5 The Contractor shall provide the coordination point between the LSCO and MCLC, MCSC, and GCSS-MC Program Management Office (PMO).

1.3.1.1.6 The Contractor shall define control, conversion procedures, and system implementation plans, which may include user training and orientation.

1.3.1.1.7 The Contractor shall provide work guidance and over-the-shoulder training to less experienced III MEF personnel.

1.3.1.1.8 Instruct students from multiple units through on-site and distance learning environments using lecture and lab exercises for GCSS-MC.

1.3.1.1.9 Develop and conduct scenario based instruction for GCSS-MC actions and functions.

1.3.1.1.10 Conduct site visits in order to provide functional support, analyze user and system issues, and develop local business processes. These will be anywhere in the Pacific Area of Operation. Current mission requires Okinawa, mainland Japan, Hawaii, Philippines, Korea, Australia, Thailand and aboard ship. However, as DPRI initiatives grow Guam will be added.

1.3.1.1.11 Assemble and prepare Mobile Training Suites (MTS) at remote locations.

1.3.1.1.12 Operate MTS as a stand-alone entity, trouble shoot as required, and conduct minor repairs.

1.3.1.1.13 Disassemble and prepare MTS for transport.

1.3.1.1.14 The Contractor shall assist in the integration of logistics systems and data management within the Marine Air Ground Task Force (MAGTF), and recommend process and training improvements to the Materiel Readiness Training Cell (MRTC) through capturing lessons learned.

1.3.1.1.15 The Contractor shall monitor, support, and evaluate III MEF Using Unit Account Managers (UUAMs).

1.3.1.1.16 The Contractor shall continuously assess systems functionality and provide guidance internal to III MEF for problem area resolution and submit recommendations for process or system improvements to the enterprise level (e.g. system changes would be internally vetted and then submitted to MCLC for request for change development).

1.3.1.1.17 The Contractor shall provide GCSS-MC and Oracle Systems technical expertise and assistance to MSCs and using unit level to bridge the gap between the enterprise GCSS-MC solution and the III MEF specific situations.

1.3.1.1.18 The Contractor shall conduct Oracle systems knowledge transfer and coordination with UUAMs, across III MEF and higher headquarters.

1.3.1.1.19 The Contractor shall refine and update Standard Operating Procedures (SOPs) for areas related to logistics systems, supply, and maintenance.

1.3.1.1.20 The Contractor shall conduct analysis of material readiness using GCSS-MC business processes and reports, and provide recommendations to the Contracting Officer's Representative (COR).

1.3.1.2 Contractor Employee Knowledge and Abilities

1.3.1.2.1 Must have a minimum of a current U.S. Secret security clearance.

1.3.1.2.2 Must have at least 3 years of experience with Oracle systems, specifically GCSS-MC.

1.3.1.2.3. Demonstrate knowledge of USMC Supply and Maintenance processes.

1.3.1.3 Applicable Documents. The documents pertaining to this position include; MCO 4400.150, UM 4000-125, and MCO 7300.21. This list is not all inclusive as there are many orders and directives in draft process due to system and process changes.

1.4 DELIVERABLES. The Contractor shall:

1.4.1 Ensure deliverables meet professional standards and the requirements as set forth in the Performance Work Statement. All records submitted shall include a cover page compliant with Navy, Marine Corps Acquisition Regulation Supplement (NMCARS) 5237.203-90.

1.4.1.1 The Government reserves the right to request updates on all deliverables on an as needed basis. All data, minutes, memorandums, reports, miscellaneous correspondence generated as a result of this requirement shall be turned over to the Government upon completion of this requirement. At the end of the Contract, the above mentioned deliverables shall become property of the Government.

1.4.1.2 Submit written deliverables in hardcopy and electronic form in Microsoft Office compliant format (e.g. Word, Excel, PowerPoint, etc.).

1.4.2 LIST OF DELIVERABLES. The contractor shall:

1.4.2.1 Provide a weekly report on UUAM activity within III MEF.

1.4.2.2 Provide a weekly report on Unit Deployment Program (UDP) system requirements.

1.4.2.3 Provide a weekly analysis on system constraints regarding III MEF system users.

1.4.2.4 Provide a weekly report on system issues resolved and recommendations on those unresolved.

1.4.2.5 Provide a monthly, quarterly, and annual report analyzing the system constraints on III MEF Oracle system users.

1.4.2.6 Provide other analytical reports, as required.

1.4.3 RESUMES. To ensure all personnel to work for the Contractor in support of this contract meet the standards of paragraph 1.3.1.2, after contract award, the contractor shall submit resumes for personnel identified to support this contract. These resumes shall be approved by the Government prior to the contractor's employees deploying to Okinawa, Japan. This applies to the initial start of the contract as well as contractor employee turnover experienced during the contract period of performance.

1.5 TRAVEL. Travel may be required in support of this contract. All travel by Contractor employees must be authorized by the COR prior to travel being performed. Contractor travel required in support of this contract shall be accomplished at the specific request of the Government. Profit is unallowable on travel, lodging, per diem and other direct travel expenses. The JTR applies to all travel under this Contract. For the JTR, refer to website: <http://perdiem.hqda.pentagon.mil/perdiem/trvlregs.html>.

1.6 TASK ORDER (TO). A Task Order (TO) will be issued to the Contractor to identify the number of required Technical System Engineer(s) and period of performance along with the Government's requirements. The Contractor shall have all required personnel physically present at the work location No Later Than 30 days after a TO is issued.

SECTION II

QUALITY ASSURANCE SURVEILLANCE PLAN **for** **III MEF LSCO Oracle Systems Engineer Support**

2.0 INTRODUCTION: This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this Performance Work Statement (PWS). It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective in the PWS in the contract.

2.1 The QASP provides a systematic method to evaluate the services the contractor is required to furnish. It is based on the premise the Government desires to maintain a quality standard in supporting, providing recommendations, addressing planning and budgetary needs, and that a service contract to provide the service is the best means of achieving that objective.

2.2 The contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.

2.3 In this contract, the work plan and the monthly status report are the drivers for quality products. The contractor is required to develop a comprehensive program of activities for all tasks for each management area. The first major step to ensuring a “self-correcting” contract is to ensure that the approved work plan provides the measures needed to lead the contractor to success. Once the work plan is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

Table 1: PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Performance Requirements Summary (PRS) in Table 1 outlines the Government’s performance requirements for this Contract.

Performance Objective	PWS Section	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Incentive
Weekly status report per PWS	1.4.2.1 1.4.2.2 1.4.2.3 1.4.2.4	E-mailed to the COR by 1400 on Thursday of each week. Shall be in electronic form in Microsoft office compliant format.	One (1) working day following each Thursday. < 5% rejection rate of all formal deliverables submitted under the performance provisions of the contract; <10% rejection rate of draft submissions.	100% inspection	CPARS report (positive or negative)
Monthly status report per PWS	1.4.2.5	E-mailed to the COR within five (5) working days following the beginning of each month. Shall be in electronic form in Microsoft office compliant format.	Six (6) working days following the end of each month. < 5% rejection rate of all formal deliverables submitted under the performance provisions of the contract; <10% rejection rate of draft submissions.		Exercise of option periods

<p>Quarterly status report per PWS</p>	<p>1.4.2.5</p>	<p>E-mailed to the COR within five (5) working days following the beginning of the quarter. Shall be in electronic form in Microsoft office compliant format.</p>	<p>Ten (10) working days following the end of each quarter. < 5% rejection rate of all formal deliverables submitted under the performance provisions of the contract; <10% rejection rate of draft submissions.</p>		
<p>Annual status report per PWS</p>	<p>1.4.2.5</p>	<p>E-mailed to the COR within five (5) working days following the beginning of each calendar year. Shall be in electronic form in Microsoft office compliant format.</p>	<p>Ten (10) working days following the end of each calendar year. < 5% rejection rate of all formal deliverables submitted under the performance provisions of the contract; <10% rejection rate of draft submissions.</p>		

SURVEILLANCE: The Government Contracting Officer's Representative (COR) will monitor the contractor's work or will receive complaints directly from the designated Government Point of Contact (POC) for that specific management area.

STANDARD: Timeliness of deliverables shall not exceed the thresholds cited above for each performance standard. The COR shall notify the Contracting Officer for appropriate action in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items (May 1997) or the appropriate Inspection of Services clause, if any of the above service areas exceed the thresholds.

SECTION III

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.0 GOVERNMENT FURNISHED FACILITIES, EQUIPMENT, AND SERVICES:

3.1 TERMS OF AGREEMENT:

The Government shall provide the facilities, limited equipment, selected materials, and services as listed in this section. The Government reserves the right to change government furnished equipment and materials as dictated by advancements in technologies, changes in regulations and market conditions, or as portable equipment becomes non-sustainable or obsolete. The Contractor shall be responsible for the proper certification, licensing, and qualifications that are required to operate any newly procured and accepted equipment or materials.

3.2 GOVERNMENT FURNISHED FACILITIES:

The Government will provide sufficient workspace for Contractor employees at Camp Foster, Okinawa, Japan. The Contractor shall use the Government furnished facility only in the performance of this Contract.

3.2.1. Government Obligation for Facility Safety. The Government shall furnish, or make available, the specific facilities listed in Appendix A. Government facilities shall be certified as compliant with the Occupational Safety and Health Act (OSHA). In the instance that a hazardous condition be evaluated as not in compliance with OSHA standards, the Government shall proceed to take corrective action in accordance with Marine Corps Base Safety and Facilities policy and the application of Operational Risk Management (ORM) evaluation techniques, taking into consideration personnel safety and health. Assignment of a higher corrective action priority shall be based upon Marine Corps Base Safety policy and protocol, and shall not be as a result of this contracting initiative. The fact that no hazardous conditions have been identified and documented shall not be construed as an indication, or guarantee, that potential hazards and conditions do not exist. The facilities, as furnished, shall be adequate for the Contractor to meet Contractor obligations in the fulfillment of the contract. Compliance with OSHA standards, and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor. The Government will assume no liability or responsibility for the Contractor's compliance, or noncompliance, with such requirements, with the exception of the aforementioned requirement to make corrections according to approved plans of abatement subject to base-wide priorities.

3.2.2. Government Furnished Facility Modification and Alteration. The Contractor shall not perform any structural modification or alteration to the facility without specific approval from the COR. Functional modifications and alterations are defined as non-structural in nature, and shall only be performed upon pre-approval, in writing, by the Contracting Officer after their review of the Contractor's complete and detailed written documentation of the modification and alteration proposal. The Contractor shall perform approved functional modifications or alterations at the Contractor's expense. In the case of facility modification and alterations deemed by the Contractor as necessary to meet certain OSHA compliance standards, such information shall be included in the Contractor's proposal to the Contracting Officer.

3.3 GOVERNMENT FURNISHED EQUIPMENT:

The Government will provide a computer and telephone for the Contractor's performance.

The Contractor shall return the Government furnished facilities and equipment to the Government in the same condition as received. All Contractor's property, equipment, and supplies shall be removed within 48 hours of contract expiration.

3.4 GOVERNMENT FURNISHED SERVICES: The Government will provide reasonable amounts of the following services:

3.4.2 Common Access Card (CAC):

3.4.1 Common Access Card (CAC): The Contractor may apply for a Common Access Card (CAC), United States Department of Defense (DoD) integrated circuit card issued as standard identification for access to the MCB Butler LAN providing Internet connection and an e-mail account (s) for business purposes as an unclassified user. Government CACs issues in support of this Contract shall be returned to the Government upon completion of the period of performance.

3.4.1.1 Requirements for Issuance of a CAC the following conditions must be met prior to issuance of a CAC to any contractor employees for limited privilege/non privileged access:

- (1) The SOFA status of the employee shall be verified, and approved by the office of Staff Judge Advocate (SJA).
- (2) The Contractor shall be registered in the Contractor Verification System (CVS) with a valid record of background check on Joint Personnel Adjudication System (JPAS). The CVS is conducted at MCB Installation Personnel Administration Center (IPAC) USMC S.D. Butler, Tel No. 098-970-0875, Building #5699.
- (3) The Contractor shall obtain proof of background check on JPAS at Security Management Office, USMC S.D. Butler, Tel No. 098-970-7892/8412, Bldg #1.
- (1) When applying for a CAC at MCB IPAC, the Contractor shall show two original forms of Identification and submit: 1. Contract document, 2. Passport [reviewed by SJA office and SOFA stamp required], 3. Letter of employment, 4. Letter of authorization from the Contracting Officer [as applicable], and 5. A valid record of JPAS (proof of background check).
- (4) All Contractor employees who will be assigned to work in Okinawa must have an active clearance/background check or must have initiated a background check before coming to Okinawa.

NOTE: Prior to applying for CVS, the Contractor's personnel must initiate a background check on JPAS at the Security Management Office and a record of JPAS enrollment verification (e-mail) must be submitted to a Trusted Agent (TA) of IPAC. <http://www.marines.mil/unit/mcbbutler/Pages/IPAC/CTRCAAppt.aspx>

3.4.3 Utilities Service:

Water, sewage service, and electricity for the facility are provided by the Government for contract performance. Conservation of resources shall be exercised. Lights shall be used only in areas when and where work is actually being performed. Water faucets or valves shall be turned off after the required usage has been accomplished.

3.4.4 Refuse Collection:

The Government will provide the contractor with refuse collection services, as well as approved refuse collection containers and receptacles for garbage, debris, and recyclable materials that will be located in or near the facility.

3.4.5 Police and Fire Protection:

These services will be provided to the Contractor at no cost while aboard USMC camps and working in an official capacity. The following telephone numbers are provided to the Contractor in support of developing emergency response procedures aboard each camp:

	Camp Foster	
	On-Base	Off-Base
Emergency	911 (On-Base)	098-893-7911 (Off-Base)
Provost Marshall	645-7441	098-970-7441
Fire Protection	645-2488	098-970-2488

Security Guard (Main Gate)	645-3904	098-970-3904
----------------------------	----------	--------------

Note: Off-Base --- Operator Assistance: 098-911-5111

SECTION IV
GENERAL INFORMATION

4.1 PERFORMANCE

4.1.1 Period of Performance:

The performance period is for a base year with three (3) one-year option periods. The contract period of performance will start 30 days after announcement of the contract award.

4.1.2 Place of Performance:

The primary place of performance will be at Camp Foster on Okinawa, Japan. Contractor personnel may be required to travel away from the normal duty station; aboard ships and sometimes in unpleasant or unusual working conditions in support of exercises or operations. On island travel shall be at no additional cost to Government and shall not be included in travel cost CLINs.

4.1.3 Hours of Operation:

The Contractor shall be expected to provide services during normal Government work hours. Normal Government work hours are between 0730 hrs – 1630 hrs Monday through Friday. The Contracting Officer's Representative (COR) will address the specific working hours after award of the Contract. There may be the need for occasional work outside of normal Government working hours. This shall be coordinated with the COR in advance.

4.1.4 Recognized Holiday:

Observed Government holidays are listed below:

New Year's Day	*1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	*4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	*11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	*25 December

* Note: If a holiday should fall on a Saturday, it will be observed on the preceding Friday; if it falls on a Sunday, it will be observed on the following Monday. If a scheduled cleaning is missed, due to a holiday, it will not be rescheduled. The holiday exceptions apply only to the aforementioned United States holidays as scheduled and not local Shizuoka or Japanese holidays.

4.1.5 Typhoon Readiness:

The Contractor shall depart military bases when Tropical Cyclone Condition of Readiness (TCCOR) 1 Caution (TC-1C) is declared by Military Weather Station authorities. The Contractor shall depart military bases and monitor radio/television until it changes to TCCOR storm watch (TC-SW). When (TC-SW) is declared by Military Weather Station authorities, the Contractor shall restart service within 2 hours or in cases, when TC SW is called after normal working hours, services shall begin the next normal workday at 7:30.

4.2 SECURITY REQUIREMENTS

4.2.1 Security Clearance: The Contractor must maintain a U.S. Secret security clearance.

4.2.1.1 The Contractor is required to hold a Secret Facility Clearance (FCL) at time of award. The Contractors shall provide proof a facilities clearance prior to be eligible for award. The Government will provide a DoD Contract Security Classification Specification form DD254 which outlines security requirement.

4.2.2 Background Investigation: Contractor personnel performing work under this contract must, at minimum, completed a National Agency Check with Inquiries (NACI) Background Investigation prior to commencement of work under this contract, and must initiate an active Background Investigation required for the life of the contract. This is the minimum requirement for the Contractor to be eligible to receive a Common Access Card (CAC). Background Checks must be initiated prior to employee arrival on island.

4.3 GENERAL DEFINITIONS

4.3.1 Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

4.3.2 Contracting Officer. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

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

4.3.4 Defective Service: A service output that does not meet the standard of performance specified in the contract for that particular service.

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

4.3.6 Quality Assurance: A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For purposes of this contract, quality assurance refers to actions by the Government.

4.3.7 Quality Control: Those actions taken by a Contractor to control the production outputs to ensure that they conform to the contract requirements.

4.3.8 Performance Requirement Summary: A listing of the service outputs under the contract that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the standards of the listed outputs.

4.3.9 Standard: The point that divides acceptable and unacceptable performance of a task according to the Service Delivery Summary. It is the number of defectives or maximum percent defective in the lot that is deemed acceptable.

(End of Performance Work Statement)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

EVALUATION

Award will be made in accordance with the FAR Lowest Price Technically Acceptable source selection process. The offer must be determined to be technically acceptable before being considered further. The LPTA process does not permit tradeoffs between price and non-price factors.

The Government intends to evaluate proposals and contemplates award based on initial proposals without discussions. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

1. Technical Evaluation

(a) Task Understanding

The Government shall evaluate the Offeror's methodology and detail as to how the Offeror intends to perform the tasks as specified in the Performance Work Statement (PWS) in order to meet the Government's requirements.

(b) Qualifications/Certifications/Experience

The Government shall evaluate the Offeror's proposed minimum qualifications, certifications, experience, and specialized experience that the individuals will possess for each of the support areas identified in the PWS. The following applies:

- Must have a minimum of a current U.S. Secret security clearance.
- Must have at least 3 years of experience with Oracle systems, specifically GCSS-MC.
- Demonstrate knowledge of USMC Supply and Maintenance processes.

1.1 Adjectival Ratings for Technical Evaluation

TECHNICAL ACCEPTABLE/UNACCEPTABLE RATINGS	
Rating	Description
ACCEPTABLE	Proposal clearly meets the minimum requirements of the solicitation.
UNACCEPTABLE	Proposal does not clearly meet the minimum requirements of the solicitation.

2. Past Performance

The Government will conduct past performance evaluation that examines each offeror's demonstrated record of recent past performance on similar contracts to determine its relevance to the Government's current needs and the quality of that performance. The evaluation shall be based on one or more of the following:

the Government's knowledge of and previous experience with the supply or service being acquired, customer surveys, and past performance questionnaire replies, the Governmentwide Past Performance Retrieval System (PPIRS) at www.ppirs.gov, or any other reasonable basis.

2.1 Adjectival Ratings for Past Performance Information

PAST PERFORMANCE ACCEPTABLE/UNACCEPTABLE RATINGS	
Rating	Description
ACCEPTABLE	Offeror's recent and past performance record indicates the quality of that performance meet the minimum requirements.
UNACCEPTABLE	Offeror's recent and past performance record indicates the quality of that performance does not meet the minimum requirements.

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

3. Price

An Offeror's proposal shall represent the Offeror's best efforts to respond to the solicitation. The evaluated price will be the price of each priced Contract Line Item Number (CLIN). Award shall be made to the lowest evaluated price of proposals meeting or exceeding the acceptability standards in accordance with the technical specifications in the solicitation. The price of all CLINs will be evaluated by the Contract Tem for price reasonableness using price analysis techniques.

In evaluating the cost/price portion of each offeror's proposal, the Government will evaluate proposed prices/costs for completeness and reasonableness.

3.1 Completeness Factor

The Government will evaluate each cost/pricing proposal for completeness by determining the adequacy and traceability of cost/pricing data provided for all proposal requirements.

3.2 Reasonableness Factor

Reasonableness. The Government will evaluate the reasonableness of proposed cost/price for the option periods by assessing the acceptability of the Offeror's methodology used in developing the cost/price estimates. For the cost to be reasonable in its nature and amount, it should not exceed that which would be incurred by a prudent person in the conduct of a competitive business. Reasonableness takes into account the context of a given source selection, including current market conditions and other factors that affect the ability of an Offeror to perform the contract requirements. Reasonableness depends upon a variety of considerations and circumstances, including:

- Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the Offeror's business or of the contract performance;
- Generally accepted sound business practices, Federal and State laws and regulations, etc.; and
- Any significant deviations from the Offeror's established practices.

3.3 The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

4. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(End of Summary of Changes)