

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code **Page 1 Of 17**  
Fixed Price Level of Effort

2. Amendment/Modification No. **05**      3. Effective Date **2013DEC03**      4. Requisition/Purchase Req No. **SEE SCHEDULE**      5. Project No. (If applicable)

6. Issued By **Code W56HZV**      7. Administered By (If other than Item 6) **Code S0512A**  
 U.S. ARMY CONTRACTING COMMAND  
 MONTY MCCLELLAND  
 WARREN, MICHIGAN 48397-5000  
 HTTP://CONTRACTING.TACOM.ARMY.MIL  
 EMAIL: MONTY.MCCLELLAND@US.ARMY.MIL  
 DCMA LOS ANGELES  
 16111 PLUMMER STREET  
 BUILDING: 10; FLOOR: 2  
 SEPULVEDA CA 91343

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  
 CONTROL POINT CORPORATION  
 110 CASTILIAN DR STE 200  
 GOLETA, CA 93117-3028

9A. Amendment Of Solicitation No.  
 9B. Dated (See Item 11)  
 10A. Modification Of Contract/Order No.  
 W56HZV-09-D-0147/0002  
 10B. Dated (See Item 13)  
 2012SEP26

Code **1CJM7**      Facility Code

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  
 is extended,  is not extended.  
 Offers 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 amendments; (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)**

ACRN: AA NET INCREASE: \$.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
 It Modifies The Contract/Order No. As Described In Item 14.

A. This Change Order is Issued Pursuant To: \_\_\_\_\_ 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 data, 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: **Mutual Agreement Between Parties**  
 D. Other (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  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.)**

SEE SECOND PAGE FOR DESCRIPTION

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)  
 JOHN M. HOPFNER  
 JOHN.HOPFNER@US.ARMY.MIL (586)282-7359

15B. Contractor/Offeror      15C. Date Signed      16B. United States Of America      16C. Date Signed  
 \_\_\_\_\_      \_\_\_\_\_      By \_\_\_\_\_ /SIGNED/      2013DEC03  
 (Signature of person authorized to sign)      (Signature of Contracting Officer)

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MOD/AMD 05

**Name of Offeror or Contractor:** CONTROL POINT CORPORATION

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MONTY MCCLELLAND  
Buyer Office Symbol/Telephone Number: CCTA-ASG-B/(586)282-9750  
Type of Contract: Fixed Price Level of Effort  
Kind of Contract: Research and Development Contracts  
Type of Business: Other Small Business Performing in U.S.  
Surveillance Criticality Designator: C  
Weapon System: No Identified Army Weapons Systems

\*\*\* End of Narrative A0000 \*\*\*

## 1. The purposes of this modification 05 to Task Order 0002 are:

A. To perform a partial realignment of existing contract funding, by converting (reducing the amount of) unused travel fund dollars on SubCLIN 1001CA in order to fund an additional 218 labor hours on SubCLIN 1001AA, both of which apply to Task Order 0002. The reduction of obligated dollars on 1001CA exactly balances the addition of obligated dollars on 1001AA, so there is no net change in the total obligated contract value.

B. To extend the period of performance of Technical Instruction (TI) 004 under Task Order 0002 by two months. This necessitates a change to the Performance Completion Dates for CLINs 1004AB and 1004CA.

## 2. As a result of this modification, the following parts of the contract have been revised:

## A. Section B updated as follows:

## (i) Section B.1.1 Base Year updated as follows:

a) Period of Performance updated for TI-004 FROM '12 months' TO '14 months' from TI-004 award date.

b) Increase of \$15,025.68 to SubCLIN 1001AA - TI-001 Labor (Base Year) from \$4,066,973.00 to \$4,081,998.68 while the SubCLIN 1001CA - TI-001 Travel (Base Year) had a decrease of \$15,025.68 from \$49,877.00 to \$34,851.32.

c) SubCLIN 1001AA total hours increased by 218 hours from 45,533.9 total hours to 45,751.9 total hours.

(ii) Section B.2.1.1 Labor - Base Year Hours awarded to date increased by 218 from 63,328.1 to 63,546.1 while the Hours remaining decreased by 218 from 28,191.9 to 27,973.9.

(iii) Section B.2.1.2 Total Costs - Base Year Labor hours increased by 218 hours from 63,328.1 to 63,546.1.

(iv) Section B.2.1.2 Total Costs - Base Year Labor dollars increased by \$15,025.68 from \$5,553,719.00 to \$5,568,744.68 while the Travel dollars decreased by the same \$15,025.68 from \$172,576.00 to \$157,550.32.

(v) Section B CLIN 1001AA increased by \$15,025.68 from \$4,066,973.00 to \$4,081,998.68.

## (vi) Section B CLIN 1001AA Prime Contractor hours increased as follows:

Lead Quality Assurance Analyst increased 80 hours from 1,602.2 to 1,682.2

Support Engineer I increased 40 hours from 1,080 to 1,120.

Support Engineer II increased 98 hours from 0 to 98.

(vii) Section B CLIN 1001CA decreased by \$15,025.68 from \$49,877.00 to \$34,851.32.

(viii) Section B CLINs 1004AB and 1004CA performance completion dates extended 2 months from 27-Dec-2013 to 27-Feb-2014.

## B. Section C.1.3 Period of Performance updated FROM

'Base Year TI-004 December 28, 2012 to December 27, 2013'

TO

'Base Year TI-004 December 28, 2012 to February 27, 2014'

## C. Section G updated as follows:

(i) Section G obligated amount on Line Item 1001AA increased by \$15,025.68 from \$4,066,973.00 to \$4,081,998.68.

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(ii) Section G obligated amount on Line Item 1001CA decreased by \$15,025.68 from \$49,877.00 to \$34,851.32.

D. Section H.1.1.4 changed FROM  
'63,328.1 have been awarded, and 28,191.9 remain'  
TO  
'63,546.1 have been awarded, and 27,973.9 remain'.

3. As a result of this modification the total contract amount remains UNCHANGED.

4. All other terms and conditions remain UNCHANGED and in full force and effect.

\*\*\* END OF NARRATIVE A0006 \*\*\*

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## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 CONTRACT LINE ITEM NUMBER (CLIN) STRUCTURE AND NUMBERING

The following Contract Line Item Numbers (CLINs) are hereby established in Section B:

SubCLIN 4001AA - DATA ITEM: Deliverable Items, Not Separately Priced

B.1.1 BASE YEAR

Period of Performance: Technical Instruction 001 - 15 months from TI-001 award date. Technical Instructions 002 and 003 - 12 months from TI-002 & TI-003 award date. Technical Instruction 004 - 14 months from TI-004 award date. TIs 001, 002, 003, & 004 fall under Task Order 0002.

Not to Exceed: 91,520 Hours (refer to Section H.1.1) or \$7,839,062.40

Technical Instruction 001 - System Technical Support:

SUBCLIN NO. / TITLE / AMOUNT / HOURS (if applicable)

SubCLIN 1001AA - TI-001 Labor (Base Year): \$4,081,998.68 for 45,751.9 total hours

SubCLIN 1001BA - TI-001 Material and ODCs (Base Year): \$2,620.00

SubCLIN 1001CA - TI-001 Travel (Base Year): \$34,851.32

Technical Instruction 002 - System Technical Support Training and Technical Documentation:

SUBCLIN NO. / TITLE / AMOUNT / HOURS (if applicable)

SubCLIN 1002AA - TI-002 Labor (Base Year): \$339,272 for 3,899.7 total hours

SubCLIN 1002BA - TI-002 Material and ODCs (Base Year): \$15,720.00

SubCLIN 1002CA - TI-002 Travel (Base Year): \$40,720.00

Technical Instruction 003 - Help Desk and Field Support:

SUBCLIN NO. / TITLE / AMOUNT / HOURS (if applicable)

SubCLIN 1003AA - TI-003 Labor (Base Year): \$830,879 for 10,040.4 total hours

SubCLIN 1003BA - TI-003 Material and ODCs (Base Year): \$15,720.00

SubCLIN 1003CA - TI-003 Travel (Base Year): \$76,350.00

SubCLIN 1004AA - DATA ITEM: Contractor Manpower Reporting (Base Year), Not Separately Priced

Technical Instruction 004 - VHMS Software Updates:

SUBCLIN NO. / TITLE / AMOUNT / HOURS (if applicable)

SubCLIN 1004AB - TI-004 Labor (Base Year): \$316,595 for 3,854.1 total hours

SubCLIN 1004CA - TI004 Travel (Base Year): \$5,629

B.1.2 OPTION YEAR 1

Period of Performance: Not to exceed 12 months

Not to Exceed: 91,520 Hours (refer to Section H.1.2) or \$8,064,399.20, in addition to the base year of the task order (refer to Section B.1.1).

Technical Instruction 005 - System Technical Support:

SUBCLIN NO. / TITLE / AMOUNT / HOURS (if applicable)

SubCLIN 2005AA - TI-005 Labor (Option Year 1): \$2,103,466.77 for 22,766.6 total hours

SubCLIN 2005BA - TI-005 Material and ODCs (Option Year 1): \$997.70

SubCLIN 2005CA - TI-005 Travel (Option Year 1): \$18,949.82

Technical Instruction 006 - Help Desk:

SUBCLIN NO. / TITLE / AMOUNT / HOURS (if applicable)

SubCLIN 2006AA - TI-006 Labor (Option Year 1): \$721,428.51 for 8,041.2 total hours

SubCLIN 2006CA - TI-006 Travel (Option Year 1): \$3,253.53

Technical Instruction 007 - Training:

SUBCLIN NO. / TITLE / AMOUNT / HOURS (if applicable)

SubCLIN 2007AA - TI-007 Labor (Option Year 1): \$130,041.93 for 1,520.4 total hours

SubCLIN 2007BA - TI-007 Material and ODCs (Option Year 1): \$7,195.57

SubCLIN 2007CA - TI-007 Travel (Option Year 1): \$14,478.86

SubCLIN 2004AA - DATA ITEM: Contractor Manpower Reporting (Option Year 1), Not Separately Priced

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**Name of Offeror or Contractor:** CONTROL POINT CORPORATION**B.1.3 OPTION YEAR 2 (NOT YET EXERCISED)**

Period of Performance: Not to exceed 12 months

Not to Exceed: 91,520 Hours (refer to Section H.1.3) or \$8,296,215.20, in addition to the base year of the task order (refer to Section B.1.1).

SubCLIN 3004AA - DATA ITEM: Contractor Manpower Reporting (Option Year 2), Not Separately Priced

**B.2 SUPPLIES/SERVICES AND PRICES/COSTS****B.2.1 BASE YEAR****B.2.1.1 LABOR - BASE YEAR**

Labor SubCLINs identified in Section B.1.1 (numbered 100"\_"A"\_) shall not exceed 91,520 hours of effort during the Base Year.

Hours Available:	91,520.0
<u>Hours Awarded to Date:</u>	<u>63,546.1</u>
Hours Remaining:	27,973.9

**B.2.1.2 TOTAL COSTS - BASE YEAR**

Base Year SubCLINs identified in Section B.1.1 shall not exceed \$7,839,062.40 during the Base Year.

Base Year Ceiling Amount: \$7,839,062.40

Labor (63,546.1 Hours):	\$5,568,744.68
Material/ODCs:	\$ 34,060.00
<u>Travel:</u>	<u>\$ 157,550.32</u>
Funds Obligated:	\$5,760,355.00

Ceiling Amount Remaining: \$2,078,707.40 (Not Yet Funded)

**B.2.2 OPTION YEAR 1****B.2.2.1 LABOR - OPTION YEAR 1**

Labor SubCLINs identified in Section B.1.2 (numbered 200"\_"A"\_) shall not exceed 91,520 hours of effort during Option Year 1.

Hours Available:	91,520.0
<u>Hours Awarded to Date:</u>	<u>32,328.2</u>
Hours Remaining:	59,191.8

**B.2.2.2 TOTAL COSTS - OPTION YEAR 1**

Option Year 1 SubCLINs identified in Section B.1.2 shall not exceed \$8,064,399.20 during Option Year 1.

Option Year 1 Ceiling Amount: \$8,064,399.20

Labor (32,328.2 Hours):	\$2,954,937.21
Material/ODCs:	\$ 8,193.27
<u>Travel:</u>	<u>\$ 36,682.21</u>
Funds Obligated:	\$2,999,812.69

Ceiling Amount Remaining: \$5,064,586.51 (Not Yet Funded)

**B.2.3 OPTION YEAR 2 (NOT YET EXERCISED)****B.2.3.1 LABOR - OPTION YEAR 2**

Labor SubCLINs identified in Section B.1.3 (numbered 300"\_"A"\_) shall not exceed 91,520 hours of effort during Option Year 2.

Hours Available:	91,520
<u>Hours Awarded to Date:</u>	<u>XX,XXX</u>

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Hours Remaining: XX,XXX

**B.2.3.2 TOTAL COSTS - OPTION YEAR 2**

Option Year 2 SubCLINs identified in Section B.1.3 shall not exceed \$8,296,215.20 during Option Year 2.

Option Year 2 Ceiling Amount: \$8,296,215.20

Labor (XXXX Hours): \$X,XXX,XXX.XX

Material/ODCs: \$X,XXX,XXX.XX

Travel: \$X,XXX,XXX.XX

Funds Obligated: \$X,XXX,XXX.XX

Ceiling Amount Remaining: \$X,XXX,XXX.XX (Not Yet Funded)

\*\*\* END OF NARRATIVE B0001 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	EMS NG/CMS				
1001AA	<p><u>TI-001 - LABOR (BASE YEAR)</u></p> <p>GENERIC NAME DESCRIPTION: EMS NG/CMS                      CLIN CONTRACT TYPE:                          Fixed Price Level of Effort                      PRON: EH23E221EH PRON AMD: 04 ACRN: AA                      AMS CD: 12201100000                      PSC: D318</p> <p>The following labor hours are funded under this SubCLIN:</p> <p><u>Prime Contractor (TITLE - HOURS)</u>                      Application Engineer III - 1,824                      Database Engineer II -                      Lead Quality Assurance Analyst - 1,682.2                      Program Manager - 2,016                      Project Support/Clerical - 824.3                      Quality Controller (Editor) - 145.5                      Quality Controller (Software) -                      Software Engineer I - 460.2                      Software Engineer II - 660                      Software Engineer III - 1,248.3                      Software Engineer IV - 120                      Support Engineer I - 1,120                      Support Engineer II - 98                      Systems Analyst I - 1,272.5                      Systems Analyst II - 1,278.6</p> <p><u>Subcontractor (TITLE - HOURS)</u>                      Application Engineer I - 2,095.6                      Application Engineer II - 3,724.2                      Application Engineer III - 1,832                      Application Engineer IV - 899.8                      Cataloger I -                      Cataloger II -                      Database Engineer I - 1,018.3                      Database Engineer II - 509                      Database Engineer III - 1,017.7                      Database Engineer IV - 508.8                      Intrusive Diagnostics Specialist - 1,017.5                      Lead Author - 196.4                      Lead Quality Assurance Analyst - 1,685.3                      Project Support/Clerical - 1,074.6                      Quality Controller (Editor) - 68.1                      Quality Controller (Software) - 2,538.6                      Software Engineer I - 1,071.8                      Software Engineer II - 2,035.8                      Software Engineer III - 1,071.2                      Software Engineer IV - 1,831.5                      Support Engineer II - 1,935.7                      Support Engineer IV - 824.9                      Systems Analyst I - 1,093.5                      Systems Analyst II - 2,809.4                      Systems Analyst III - 2,142.8</p>	1	LO		\$ 4,081,998.68



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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	EMS NG/CMS PA Modern				
1004AB	<p>TI-004 - LABOR (BASE YEAR)</p> <p>GENERIC NAME DESCRIPTION: EMS NG/CMS PA Modern                      CLIN CONTRACT TYPE:                      Fixed Price Level of Effort                      PRON: EH33W070EH PRON AMD: 04 ACRN: AB                      PSC: D318</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL                      REL CD QUANTITY DATE                      001 1 27-FEB-2014</p> <p>\$ 316,595.00</p>	1	LO		\$ 316,595.00
1004CA	<p>TI-004 - TRAVEL (BASE YEAR)</p> <p>GENERIC NAME DESCRIPTION: EMS NG/CMS PA Modern                      CLIN CONTRACT TYPE:                      Cost No Fee                      PRON: EH33W070EH PRON AMD: 04 ACRN: AB                      PSC: D318</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      DLVR SCH PERF COMPL                      REL CD QUANTITY DATE                      001 1 27-FEB-2014</p> <p>\$ 5,629.00</p>	1	LO		\$ 5,629.00

**Name of Offeror or Contractor:** CONTROL POINT CORPORATION

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## PART 1: GENERAL INFORMATION

## C.1.0 Scope

## C.1.1 Introduction

C.1.1.1 This is a performance-based scope of work to provide technical support services to the Electronic Maintenance System Program Management Office (EMS PMO). The four areas of support are:

C.1.1.1.1 Sustainment and enhancement of the Electronic Maintenance System (EMS) Next Generation (NG) suite of software.

C.1.1.1.2 Technical support and training to the EMS NG community.

C.1.1.1.3 Research, analysis, and reporting in the areas of software development strategies, publication processes, and diagnostics.

C.1.1.1.4 Business program management.

C.1.1.2 The EMS NG product suite has passed the development stage and is now in sustainment. The sustainment of EMS consists of system maintenance and enhancements. Maintenance consists of modifying the software to support System Trouble Reports (STRs), new hardware, new operating systems and new publication/interface and maintenance standards (Attachment 0001). Enhancement or Change Requests (CRs) consist of modifying the software to improve its performance or behavior or expand its capability to support new vehicle systems.

## C.1.2 Background

C.1.2.1 EMS NG is a suite of web-based software modules used to develop, manage, publish, and deploy Department of Army (DA) authenticated Technical Manuals (TMs), Electronic Technical Manuals (ETMs) or Interactive Electronic Technical Manuals (IETMs). The EMS NG encompasses three basic environments: content development, content management, and deployed applications.

C.1.2.2 The content development environment provides an on-line editor to create and edit eXtensible Markup Language (XML) documents. It provides services for importing existing data sets including text, graphics, and multimedia objects. It also provides conversion services to translate instances from older Army Document Type Definitions (DTDs) to current standards. This environment is accessed through a web portal. Anyone with the proper credentials and Internet connection can reach this environment.

C.1.2.3 The Content Management System (CMS) provides a repository for all content mentioned above and tools to manage and share this content. It also provides a workflow to structure the publication development process from initial authoring through to review, comments, approval, authentication, and publishing. The Publisher within the CMS provides the ability to publish technical manuals and related logistics support products to paper (in the form of Portable Document Format (PDF)) and/or to screen (for example, IETMs) from a single data source. The Publisher, a server-based application, can also run stand-alone outside of the CMS.

C.1.2.4 The deployed application consists of three parts: the technical content, including EMS NG IETMs and related products, the EMS NG viewer, and the Autonomous Diagnostic Manager (ADM). The technical content is the actual technical information specifically created for a particular piece of equipment ready for screen display. The viewer is an enhanced web browser that supports intrusive diagnostics, advanced navigation and searching, an integrated knowledge model, maintenance session data collection, interfacing to other logistics information systems, and automated web updating. The ADM is an application with numerous diagnostic bus interfaces, and includes public and proprietary tests supporting the major subsystems of Army and United States Marine Corps (USMC) ground vehicles. The ADM serves the EMS NG viewer by performing the authored tests as requested by the IETM. The ADM is a standalone application that can provide interface and test services requested by any client application.

C.1.2.5 An IETM is an application for maintaining vehicles at all levels of maintenance within the Department of Defense (DoD). An IETM contains all the technical information to diagnose and repair a vehicle system. It works with test equipment and interfaces with vehicle data buses and sensors to interactively test and diagnose the system and to isolate faults. Once the fault(s) has been isolated, the IETM links the user to appropriate repair procedures and repair parts information, provides tools for ordering the needed parts, and collects the relevant maintenance session data. The IETM has an integrated knowledge model which guides the user throughout the troubleshooting process, keeping track of test evidence and test results. Other logistics products related to the IETMs include Logistics Management Information (LMI), training products, related maintenance data, Repair Parts, Special Tool (RPSTL) data, support equipment data and packaging, handling, and transportation data.

## C.1.3 Period of Performance

Base Year TI-001	September 28, 2012 to December 27, 2013
Base Year TI-002 and TI-003	September 28, 2012 to September 27, 2013
<u>Base Year TI-004</u>	<u>December 28, 2012 to February 27, 2014</u>
Option Year 1	September 28, 2013 to September 27, 2014
Option Year 2	September 28, 2014 to September 27, 2015

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## C.2.1 General Information

## C.2.1.1 Contractor Quality Assurance

C.2.1.1.1 The Contractor shall develop and maintain an effective plan, IAW CDRL A022, for a Quality Assurance (QA) Program to ensure services are performed in accordance with this PWS. Within the QA Plan, the Contractor shall develop and implement procedures within the QA Program to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QA Program is the means of assuring the work complies with the requirements of this PWS. The QA Plan shall include documented quality control processes and inspections in accordance with American National Standards Institute (ANSI), International Organization for Standardization (ISO), or American Society for Quality Control (ASQC) Q9000 and Q9001, or equivalent.

C.2.1.1.2 The Contractor is required to check and test that all software releases, service packs, documentation, and source/object code deliveries to ensure they are complete, accurate, and function properly. The Contractor shall keep records of those QA actions. The Government shall conduct periodic progress reviews of work in accordance with the inspection procedures described in the Product Support Plan (PSP), Attachment 0002. The progress reviews will include reviews of QA records as requested by the Government.

C.2.1.1.3 The Government will inspect the quality of the draft delivery of all software update releases IAW CDRL A019 and in accordance with its User Acceptance Test (UAT) Plan, Attachment 0003. The Contractor and Government shall collaborate 30 days prior to UAT on scripted items to be tested for the release. The Government evaluates the software by installing and inspecting/testing the software via User Acceptance Tests (UATs). Problems found through this quality check shall be corrected by the Contractor prior to final delivery per UAT Plan.

## C.2.1.2 Government Quality Assurance

The Government shall evaluate the Contractor's performance under this task order in accordance with the Quality Assurance Surveillance Plan (QASP), Attachment 0004. This plan is primarily focused on what the Government will do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

## C.2.1.3 Contractor Risk Management Plan

The Contractor shall provide a Risk Management Plan (RMP) IAW CDRL A021.

## C.2.1.4 Contractor Software Development

The Contractor shall submit a Software Development Plan (SDP) IAW CDRL A001.

## C.2.1.5 Non-Disclosure Agreement

C.2.1.5.1 The Contractor agrees to use any information relative to this task order exclusively in the performance of this task order and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements.

C.2.1.5.2 The Contractor agrees to train their personnel who will be handling sensitive information and obtain the necessary non-disclosure agreements. Contractor personnel shall not engage in any activity where sensitive information is used for the profit of any party other than the owners of the information. Before beginning any work, the Contractor employees shall sign non-disclosure agreements and forward them to the Procuring Contracting Officer (PCO). The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary to perform the work.

## C.2.1.6 Recognized Government Holidays

The days listed below are legal holidays. The Government will not be available for meetings or accept any deliverables on these days.

New Year's Day

Martin Luther King Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

## C.2.1.7 Hours of Operations/Place of Performance

The Contractor is responsible for conducting services between the business hours of 7:30 a.m. to 4:00 p.m. Eastern Standard Time (EST), Monday through Friday. The Contractor must maintain at all times an adequate workforce for the uninterrupted performance of all tasks defined within this performance work statement when the Government facility is not closed for the above reasons. The Place of

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Performance is at the Contractor's facility.

**C.2.1.8 Travel**

Contractor personnel may be required to travel to perform this task order. Prior to travel, the Contractor shall provide written certification to the EMS PM/FTR, that funds are available on the travel CLIN to complete the proposed trip. The Government Functional Technical Representative (FTR) must authorize all travel in advance. Authorized travel shall be payable as a direct cost. Vouchers for reimbursement of travel must be included with the monthly invoice and approved by the FTR prior to payment. There will be no reimbursement for local travel in and around Contractor's place of performance (within a 50-mile radius). The Contractor shall use the lowest available airfare and accommodations available during normal business hours. Reimbursement for lodging and incidental expenses will be considered reasonable and allowable to the extent the costs do not exceed the rates allowed by the Joint Travel Regulation (JTR).

**C.2.1.9 Functional Technical Representative (FTR)**

For this task order, the PCO has designated a Functional Technical Representative (FTR) in accordance with DFARS 201.602-2. The FTR performs specific technical functions designated by the PCO. After this task order has been awarded, the Contractor will receive a copy of the FTR appointment letter specifying the FTR and extent of the FTR's authority to act on behalf of the Contracting Officer. The FTR is not authorized to make any commitments or changes that will affect price, quantity, delivery, or any other term or condition of this task order.

**C.2.2 Security Requirements**

C.2.2.1 All information or data developed under this task order shall be marked and handled as being authorized for Public Release unless otherwise noted.

**C.2.2.1 Required clearance:**

C.2.2.1.1 All contract personnel who are expected to work on-site at TARDEC or access Government computer systems must have a satisfactory National Agency Check with Inquiries (NACI). Evidence of a satisfactory NACI shall be given to the FTR seven days prior to expected site or computer access. It is preferred that all on-site contract personnel be citizens of the United States. The contractor's tasks may necessitate access to information designated as Unclassified Critical Program Information (UCPI). Access to UCPI is strictly limited to U.S. citizens only.

C.2.2.1.2 The Contractor shall not release any information or data to third parties without the prior written approval of the Procuring Contracting Officer.

**C.2.2.2 Data Rights**

C.2.2.2.1 The Government shall have unlimited rights in all data delivered under this task order, and in all data first produced in the performance of this task order in accordance with the FAR 52.227-14.

C.2.2.2.2 Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

C.2.2.2.3 Data is defined as recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to task order administration, such as financial, administrative, cost, or pricing, or management information.

C.2.2.2.4 Computer software means computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

Rights concerning commercial computer software delivered under this task order will follow stipulations stated in the FAR 52.227-19, \~Commercial Computer Software License.

**PART 2: GOVERNMENT FURNISHED INFORMATION (GFI), EQUIPMENT (E)**

The Government has the unilateral right to add GFI/GFE as required under this task order. The Contractor is responsible for managing and securing all GFI/GFE under this task order.

Specific Government Furnished Equipment to be provided is/are as follows:

<u>NSN</u>	<u>Nomenclature</u>	<u>Serial Number</u>	<u>Price</u>	<u>Location</u>
6625-01-516-6825	ICE Test Adapter Kit (Green)	PIF-1259	\$11,046	ONA - Miamisburg, OH
6625-01-516-6825	ICE Test Adapter Kit (Green)	PIF-1260	\$11,046	ONA - Miamisburg, OH
6625-01-598-2187	MSDv3 with SWICE-SP2 Test Adapter Kit	MSD-V3-004718/101768	\$17,047	ONA - Miamisburg, OH
6625-01-598-2187	MSDv3 with SWICE-SP2 Test Adapter Kit	MSD-V3-011736/101742	\$17,047	ONA - Miamisburg, OH

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6625-01-597-3058	SWICE-SP3 Test Adapter Kit	105026	\$10,000	ONA - Miamisburg, OH
6625-01-597-3058	SWICE-SP3 Test Adapter Kit	105027	\$10,000	ONA - Miamisburg, OH
6625-01-516-6825	ICE Test Adapter Kit (Green)	PIF-1264	\$11,046	CPC - Troy, MI
6625-01-598-2187	MSDv3 with SWICE-SP2 Test Adapter Kit	MSD-V3-011737/101701	\$17,047	CPC - Troy, MI
6625-01-597-3058	SWICE-SP3 Test Adapter Kit	105028	\$10,000	CPC - Troy, MI
6625-01-562-9904	MSDv2	MSD-V2-126893	\$ 5,956	CPC - Troy, MI
6625-01-536-1764	MSDv2	MSD-V2-113219	\$ 5,956	CPC - Troy, MI
6625-01-562-9904	MSDv2	MSD-V2-128933	\$ 5,956	ONA - Oshkosh, OH
6625-01-562-9904	MSDv2	MSD-V2-128951	\$ 5,956	ONA - Miamisburg, OH
6625-01-536-1764	MSDv2	MSD-V2-108145	\$ 5,956	ONA - Miamisburg, OH
Bar Code - A81277	Dell Latitude E6520 Laptop w/case, Pwr Sup, Win 7 AGM Image	BSL32R1	\$ 1,500	CPC - Troy, MI
Bar Code - A83803	Dell Latitude E6520 Laptop w/case, Pwr Sup, Win 7 AGM Image	1XSK7V1	\$ 1,500	ONA - Troy, MI
Bar Code - A81399	Dell Latitude E6520 Laptop w/case, Pwr Sup, Win 7 AGM Image	GJXX1R1	\$ 1,500	ONA - Troy, MI
Bar Code - A84122	Dell Latitude E6510 Laptop w/case, Pwr Sup, Win 7 AGM Image	1YXRLN1	\$ 1,500	ONA - Miamisburg, OH
Bar Code - A77708	Dell Latitude E6510 Laptop w/case, Pwr Sup, Win 7 AGM Image	75CPKN1	\$ 1,500	ONA - Miamisburg, OH

## PART 3: SPECIFIC TASKS

## C.3.0 Requirements

## C.3.1 Basic Services

The basic services required under this task order include technical support, maintenance and enhancement of the EMS product suite (Attachment 0005), configuration management, business program management, training, documentation and reporting on research and analysis.

## C.3.1.1 Task Area 1: Technical Support of the EMS Program

The Contractor shall provide technical support to the EMS NG community including the EMS Program Management Office (EMS PMO). Outside of the EMS PMO, there are three fundamental environments where users employ EMS NG products: development, management and deployed. The development environment is anywhere users are authoring ETMs/IETMs using the EMS NG Developer's Tool Kit (DTK). The management environment is anywhere a user is using the EMS NG Content Management System (CMS). The deployed environment is anywhere a user is using the Viewer or ADM. Specific tasks include:

C.3.1.1.1 Adhering to a pre-scheduled life-cycle software development release.

C.3.1.1.2 Providing remote and on-site technical consulting and training to current and potential EMS community.

C.3.1.1.3 Providing and maintaining a user web-based interactive database for submitting, updating, and tracking all EMS issues and user incident reports.

C.3.1.1.4 Providing research, analysis, and reporting on a variety of subjects, including mark-up language, diagnostics, system, and application interfaces and technical manual publication and maintenance standards (Attachment 0001).

## C.3.1.2 Task Area 2: Maintenance and Enhancement of the EMS NG Product Suite

Maintenance consists of modifying the EMS NG product suite as defined in the EMS NG Product Suite Description document (Attachment 0005) to resolve System Trouble Reports (STRs) or to support new computer hardware, new operating systems, or new specifications, standards or regulations. Enhancements or Change Requests (CRs) consist of modifying the software to improve its performance or behavior or expand its capability to support new component interfaces or new vehicle systems. This effort includes the following tasks (detailed descriptions of these tasks/procedures are found in the PSP (Attachment 0002)):

C.3.1.2.1 Analyzing and prioritizing STRs.

C.3.1.2.2 Analyzing and estimating the magnitude of CRs identified by the EMS PMO.

C.3.1.2.3 Attending scheduled In Process Reviews (IPRs).

C.3.1.2.4 Scheduling the design, development, and testing of approved CRs and STRs in accordance with the software lifecycle development schedule described in the PSP.

C.3.1.2.5 Developing and testing software code.

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C.3.1.2.6 Meeting all information assurance requirements (DoD Information Assurance Certification and Accreditation Process (DIACAP), Certificate of Networthiness (CoNs), network security, Navy Marine Corps Intranet (NMCI) etc.)

C.3.1.2.7 Preparing for and supporting the User Acceptance Test (UAT).

C.3.1.2.8 Supporting integrated testing with Product Directorate for Test, Diagnostic, and Measurement Equipment (PD-TMDE) and the Tools Group.

C.3.1.2.9 Delivering the final release including source code, object code and all associated documentation IAW CDRL A018.

C.3.1.2.10 Developing and delivering software Service Packs (SPs) (interim releases).

#### C.3.1.3 Task Area 3: Configuration Management

The Contractor shall provide Configuration Management (CM) for all versions of the EMS NG software. This shall include control of any changes made to the baseline software, version control, maintenance of previous versions, as well as new version configuration. Specific tasks include:

C.3.1.3.1 Providing a description of the new software version of each product with each release, IAW CDRL A013.

C.3.1.3.2 Maintaining a CM plan with associated documentation and schedule and making available for Government review.

#### C.3.1.4 Task Area 4: Business Program Management

C.3.1.4.1 The Contractor shall maintain business management records pertaining to each release and any other project under this task order. Details are provided in the PSP, Attachment 0002. Specific tasks include:

C.3.1.4.1.1 Monthly reporting of performance and costs, projected hours and dollars to be used for a new release prior to starting the development of the new release IAW CDRLs A015 and A017.

C.3.1.4.1.2 Requirements for Program Management Reviews (PMRs), In Process Reviews (IPRs), and Configuration Control Board (CCB) meetings will be discussed during Start of Work Meeting.

#### C.3.1.5 Task Area 5: Training

The Contractor shall develop and maintain training courses in support of the EMS NG product suite. Specific tasks include:

C.3.1.5.1 Tailoring all training to a particular topic. Target audiences may include:

C.3.1.5.1.1 IETM field users

C.3.1.5.1.2 Content developers: TACOM, Original Equipment Manufacturers (OEMs), OEM subcontractors

C.3.1.5.1.3 Content reviewers: Publication managers, safety, Program Managers (PMs), Logistics Support Activity (LOGSA), Army Publishing Directorate (APD)

C.3.1.5.1.4 System/network administrators: TACOM, Directorate Of Information Management (DOIM), OEMs, subcontractors

C.3.1.5.2 Training at the Contractor's location, at TACOM, or at a remote location.

C.3.1.5.3 Providing a course syllabus, formal lesson plan, overview slides along with hands-on exercises, IAW CDRL A023.

C.3.1.5.4 Some training deliverables may require Sharable Content Object Reference Model (SCORM) compliance.

C.3.1.5.5 Providing EMS IETM Viewer and ADM training. This training would cover all major functions within the IETM viewer in conjunction with the ADM, including navigation, diagnostics, data collection, and administration.

C.3.1.5.6 Providing ETM/IETM development training, including authoring training, applied XML, use of RPSTL, Maintenance Allocation Chart (MAC) and Hot Spot editors, conversion scripts, and diagnostic track development.

C.3.1.5.7 Providing CMS training. This instruction may cover any or all of the applications and functions within the CMS including ETM/IETM development, content sharing, content management, workflow processes and publishing options.

C.3.1.5.8 Preparing and hosting an annual EMS Developers Workshop, including an EMS program overview, software demonstrations, and topical workshops relating to TM/IETM development, management, and publishing.

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C.3.1.6 Task Area 6: Documentation

The Contractor shall provide a variety of documentation under this task order including business management reports, training and software documentation, trip reports and technical reports. Specific working level reports will be discussed at Start of Work meeting. Specific documentation reporting includes:

C.3.1.6.1 Preparing and delivering software documentation IAW CDRL A019, including installation instructions, readme files, and instructions for system administration, user application instructions, and publishing and content management instructions.

C.3.1.6.2 Delivering source code, object code, and compilation code IAW CDRL A018 to enable a product to be successfully produced by Government.

C.3.1.6.3 Delivering all technical documentation with revision history IAW CDRL A013.

C.3.1.7 Task Area 7: Research, Analysis, and Reporting

The Contractor shall perform research, analysis, and reporting in the areas of software support strategies, publication processes, markup languages, and diagnostics.

C.3.1.8 Adequate Work Force

The Contractor must maintain at all times an adequate work force for the uninterrupted performance of all tasks defined within this performance work statement when the Government facility is not closed (with the exception of holidays/scenarios listed in Section C.2.1.6 and C.2.1.7).

C.3.2 CDRLs / Deliverables

Contractor shall submit all deliverables, as required by specific technical instructions, in accordance with CDRL detail listed in Exhibit A.

\*\*\* END OF NARRATIVE C0001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR/ <u>GFEB</u> <u>ATA</u>	OBLG <u>STAT</u>	JO NO/ <u>ACCT ASSIGN</u>	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
1001AA	EH23E221EH 12201100000	2	2LLMEM	AA \$	4,066,973.00 \$	15,025.68 \$	4,081,998.68
1001CA	EH23E221EH 12201100000	2	2LLMEM	AA \$	49,877.00 \$	-15,025.68 \$	34,851.32
NET CHANGE						\$ 0.00	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AA	21 22020000026D6D01P122011252B S20113 W56HZV	\$ 0.00
NET CHANGE		\$ 0.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 8,760,167.69	\$ 0.00	\$ 8,760,167.69

LINE	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
1001AA	AA 21	121220200000 W56HZV 26D6D0112201100000252BEH23E221EH 2LLMEM S20113
1001CA	AA 21	121220200000 W56HZV 26D6D0112201100000252BEH23E221EH 2LLMEM S20113

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 LEVEL OF EFFORT FOR BASE YEAR AND OPTION YEARS 1 AND 2

H.1.1 The Government may issue and fund Technical Instructions during the Base Year, requiring the contractor to furnish up to an aggregate total of no more than 91,520 labor hours, using the labor rates and categories in accordance with CPC's proposal dated 16 May 2012.

H.1.1.1 During the base period, the Contracting Officer has the right to issue and fund Technical Instructions to add hours up to the specified aggregate Base Year total at any time on or after task order award, but in any event not later than 12 months after task order award by giving written notice to the contractor.

H.1.1.2 Similarly, if the options listed in H.1.2 and H.1.3 are exercised by the Contracting Officer, Contracting Officer has the right to issue and fund Technical Instructions to add hours up to the specified aggregate Option Year totals at any time during the respective Option Year periods of performance by giving written notice to the contractor, using the labor rates and categories in accordance with CPC's proposal dated 16 May 2012 as applicable to the respective option periods.

H.1.1.3 During any contract performance period the Government may issue and fund Technical Instructions in any quantity, subject only to the current aggregate total labor hours available. The Government has the unilateral right either to add to an existing SubCLIN the hours added to the task order by issuance of a new Technical Instruction, or to establish a new and separate CLIN or SubCLIN for the additional hours.

H.1.1.4 The total manhours added to the task order for the Base Year by issuance of Technical Instructions shall not exceed 91,520 hours. Of the 91,520 hours originally available, 63,546.1 have been awarded, and 27,973.9 remain (reference B.1.1).

H.1.2 The Government shall have the unilateral right to increase the labor hours specified by SubCLINs awarded under Option Year 1 by up to 91,520 hours using the Option Year 1 labor rates and categories in accordance with CPC's proposal dated 16 May 2012. The Contracting Officer has the right to exercise this option any time on or after task order award, but in any event not later than 24 months after task order award, by giving written notice to the contractor. The Government may exercise this option in whole or in part, and in one or more increments, and has the unilateral right either to add to an existing SubCLIN the hours added to the task order by exercise of this option or to establish a new and separate SubCLIN for the additional hours.

H.1.2.1 If the Contracting Officer exercises Option 1, the total manhours available to be added to the task order for Option 1 shall not exceed 91,520 hours. Of the 91,520 hours originally available, 32,328.2 have been awarded, and 59,191.8 remain (reference B.1.2).

H.1.3 The Government shall have the unilateral right to increase the labor hours specified by SubCLINs awarded under Option Year 2 by up to 91,520 hours using the Option Year 2 labor rates and categories in accordance with CPC's proposal dated 16 May 2012. The Contracting Officer has the right to exercise this option any time on or after task order award, but in any event not later than 36 months after task order award by giving written notice to the contractor. The Government may exercise this option in whole or in part, and in one or more increments, and has the unilateral right either to add to an existing SubCLIN the hours added to the task order by exercise of this option or to establish a new and separate SubCLIN for the additional hours.

H.1.3.1 If the Contracting Officer exercises Option 2, the total manhours available to be added to the task order for Option 2 shall not exceed 91,520 hours. Of the 91,520 hours originally available, 0 have been awarded, and 91,520 remain (reference B.1.3).

\*\*\* END OF NARRATIVE H0001 \*\*\*