

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. Contract ID Code  
Firm Fixed Price

Page 1 Of 31

2. Amendment/Modification No.

0003

3. Effective Date

2014AUG15

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

U.S. ARMY CONTRACTING COMMAND  
COREY L. RICHARDS  
WARREN, MICHIGAN 48397-5000  
HTTP://CONTRACTING.TACOM.ARMY.MIL

Code

W56HZV

7. Administered By (If other than Item 6)

Code

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

9A. Amendment Of Solicitation No.

W56HZV-14-R-0030

9B. Dated (See Item 11)

2014AUG01

10A. Modification Of Contract/Order No.

10B. Dated (See Item 13)

Code

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 2 signed 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)

**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: \_\_\_\_\_
- 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)

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By \_\_\_\_\_ /SIGNED/  
(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: COREY L. RICHARDS  
Buyer Office Symbol/Telephone Number: CCTA-ASM-A/(586)282-9668  
Type of Contract: Firm Fixed Price  
Kind of Contract: Service Contracts

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

1. The purposes of Amendment 0001 to solicitation W56HZV-14-R-0030 is to revise sections J, K, L, and M as follows:

a. Section J, List of Attachments

i. Attachment 0003, KBS Experience Matrix/Narrative, has been revised as follows:

FROM: Relevance Consideration # 1: Recent and relevant prior experience pertaining to service contracts performed as the prime contractor which included contractor team arrangement(s) (CTAs) (as defined by FAR 9.601(1)) of at least three other organizations, not including the prime contractor. Include detail discussing the type and portion of work performed by each firm to accomplish the tasks related to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7.

TO: Relevance Consideration # 1: Recent and relevant prior experience pertaining to service contracts performed either as the prime contractor that involved contractor team arrangement(s) (as defined by FAR 9.601) with at least three other organizations not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations. Include detail discussing the type and portion of work performed by each firm to accomplish the tasks related to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7.

ii. Attachment 0004, KBS Cross-Reference Matrix, has been revised as follows:

FROM: Consideration # 1: Service contracts performed as the prime contractor which included contractor team arrangement(s) (CTAs) (as defined by FAR 9.601(1)) of at least three other organizations, not including the prime contractor. Include detail discussing the type and portion of work performed by each firm to accomplish the tasks related to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7.

TO: Consideration # 1: Service contracts performed either as the prime contractor that involved contractor team arrangement(s) (as defined by FAR 9.601) with at least three other organizations not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations. Include detail discussing the type and portion of work performed by each firm to accomplish the tasks related to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7.

b. Section K, Representations, Certifications, and Other Statements of Offerors

i. Clause 52.215-4005, Minimum Acceptance Period, has been revised as follows:

FROM: The Government requires a minimum acceptance period of 120 calendar days.

TO: The Government requires a minimum acceptance period of 150 calendar days.

c. Section L, Instructions, Conditions, and Notices to Offerors

i. Paragraph L.1.4 has been revised as follows:

FROM: Method of Submission: Proposals shall be submitted via the ASFI BRS web site: <https://acquisition.army.mil/asfi/>. NOTE: ASFI website has a 10 Megabyte (MB) maximum capacity for each file uploaded; refer to the information contained on the ACC-WRN Procurement Network Website (<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>) concerning how to submit electronic proposals. In addition, refer to paragraph L.2 regarding submission of Electronic Proposals. For the Price Factor Volume, spreadsheets shall be in a version provided for in paragraph L.2.4.

TO: Method of Submission: Proposals shall be submitted via the ASFI BRS web site:

**Name of Offeror or Contractor:**

<https://acquisition.army.mil/asfi/>. NOTE: ASFI website has a 20 Megabyte (Mb) maximum capacity for each file uploaded; refer to the information contained on the ACC-WRN Procurement Network Website (<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>) concerning how to submit electronic proposals. In addition, refer to paragraph L.2 regarding submission of Electronic Proposals. For the Price Factor Volume, spreadsheets shall be in a version provided for in paragraph L.2.4.

## ii. Paragraph L.2.2 has been revised as follows:

FROM: Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of server bandwidth, offerors may be required to submit their proposal in multiple uploads. It is critical that all offerors carefully and completely identify the volumes and attachments of its proposal. It is important to note that up to five files can be uploaded at one time. The combined size of five files cannot exceed 10 megabytes (MB). Offerors should break attachments into smaller files or use the upload utility multiple times if files exceed the 10MB size limit.

TO: Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of server bandwidth, offerors may be required to submit their proposal in multiple uploads. It is critical that all offerors carefully and completely identify the volumes and attachments of its proposal. It is important to note that up to 10 files can be uploaded at one time. The combined size of 10 files cannot exceed 20Mb. Offerors should break attachments into smaller files or use the upload utility multiple times if files exceed the 20Mb size limit. Filenames must not contain single quotes, spaces, pound or percent signs. The offeror's computer must also be running updated virus protection. If the offeror's computer is not protected, please do not upload files. Uploading files with viruses may jeopardize your electronic bid submission.

## iii. Paragraph L.4.1.2.1 has been revised as follows:

FROM: Service contracts performed as the prime contractor which included contractor team arrangement(s) (CTAs) (as defined by FAR 9.601(1)) of at least three other organizations, not including the prime contractor. Include detail discussing the type and portion of work performed by each firm to accomplish the tasks relevant to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7.

TO: Service contracts performed either as the prime contractor that involved contractor team arrangement(s) (as defined by FAR 9.601) with at least three other organizations not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations. Include detail discussing the type and portion of work performed by each firm to accomplish the tasks relevant to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7.

d. Section M, Evaluation Factors For Award

## i. Paragraph M.7.5 has been revised as follows:

FROM: The Government will assess the proposed fully loaded labor rates in the KBS Pricing Labor Matrix (Attachment 0002) and the total evaluated cost/price from the KBS Prime Proposal Summary File NIE (Attachment 0012) using one or more of the price and cost analysis techniques and procedures identified in FAR 15.404-1 to determine cost realism and reasonableness of the proposed costs/prices to accomplish the solicitation requirements.

TO: The Government will assess the proposed fully loaded labor rates in the KBS Pricing Labor Matrix (Attachment 0002) and the total evaluated cost/price from the KBS Prime Proposal Summary File NIE (Attachment 0012) using one or more of the price and cost analysis techniques and procedures identified in FAR 15.404-1. The KBS Pricing Labor Matrix (Attachment 0002) will only be evaluated for cost reasonableness. The KBS Prime Proposal Summary File - NIE (Attachment 0012) will be evaluated to determine both cost reasonableness and cost realism.

2. The RFP closing date remains unchanged as a result of this amendment, and shall close no later than 12:00 p.m. Eastern Standard Time on Wednesday, September 3, 2014.

3. Except as provided herein, all other terms and conditions of this solicitation remain unchanged.

---

**Name of Offeror or Contractor:**

---

\*\*\* END OF NARRATIVE A0002 \*\*\*

1. The purposes of Amendment 0003 to solicitation W56HZV-14-R-0030 are to revise sections A, H, J, L, and M as follows:

a. Section A, "Supplemental Information"

i. Paragraphs 1.a.i, 1.a.ii, and 1.c.iii within Narrative A0002 have been revised to correct the administrative error in summarizing the revision made to paragraph L.4.1.2.1 in Amendment 0001. Although it was correctly worded in paragraph L.4.1.2.1, the Government inadvertently failed to include the language requiring offerors to include detail discussing the type and portion of work performed by each firm to accomplish the tasks relevant to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7 within the A0002 narrative.

b. Section H, "Special Contract Requirements"

i. Paragraph H.2.1 has been revised as follows:

FROM: Labor: Task orders will be priced IAW the contractors KBS Pricing Labor Matrix (Attachment 0002). Each Pricing Labor Matrix consists of the same labor categories for each contractor. However, there may be TORs issued against the KBS contract suite which require the use of a labor category that is not contained in the Pricing Labor Matrix. For those TORs, the proposed labor category applied to the specific task order shall utilize the same pricing methodology that the contractor used to develop its Pricing Labor Matrix, and shall be subject to the applicable Changes clause (e.g., FAR 52.243-1, FAR 52.243-2, or FAR 52.243-3). Additionally, contractors may propose additional labor categories at the task order level, if authorized by the TOR.

TO: Labor: Task orders will be priced IAW the contractors KBS Pricing Labor Matrix (Attachment 0002). Each Pricing Labor Matrix consists of the same labor categories for each contractor. However, there may be TORs issued against the KBS contract suite which require the use of a labor category and/or experience level that is not contained in the Pricing Labor Matrix. For those TORs, the proposed labor category applied to the specific task order shall utilize the same pricing methodology that the contractor used to develop its Pricing Labor Matrix, and shall be subject to the applicable Changes clause (e.g., FAR 52.243-1, FAR 52.243-2, or FAR 52.243-3). Additionally, contractors may propose additional labor categories and/or experience level(s) at the task order level, if authorized by the TOR.

ii. Paragraph H.2.1.5 has been revised as follows:

FROM: Overtime shall be explicitly authorized by the contracting officer in advance of being worked.

TO: In order to be eligible for overtime premiums, overtime shall be explicitly authorized by the contracting officer in advance of being worked.

iii. Paragraph H.16.1.1 has been added.

iv. Paragraph H.16.4 has been revised as follows:

FROM: To avoid or mitigate the effect of any OCI arising out of the circumstances identified in H.16.3 above, the contractor shall take the following actions:

TO: To avoid or mitigate the effect of any OCI arising out of the circumstances identified in H.16.3 above, the contractor shall take the following actions when it has provided or intends to provide services in accordance with FAR 9.505:

v. Paragraph H.16.4.1.1 has been revised as follows:

FROM: The contractor agrees that it shall not compete for or accept any contract or subcontract for the production of any system, component, or items on which it has worked or made recommendations under this contract or task orders issued hereunder. In addition, the contractor agrees not to work as a subcontractor (including but not limited to, development or production, engineering, and consulting) on behalf of any hardware vendor to provide any system, component, or item on which it has worked under this contract. This prohibition shall be in effect from contract award through three years after the end of the period of performance of the applicable

**Name of Offeror or Contractor:**

task order.

TO: Pursuant to FAR 9.505, the contractor agrees that it shall not compete for or accept any contract or subcontract for the production of any system, component, or items on which it has worked or made recommendations under this contract or task orders issued hereunder. In addition, the contractor agrees not to work as a subcontractor (including but not limited to, development or production, engineering, and consulting) on behalf of any hardware vendor to provide any system, component, or item on which it has worked under this contract. This prohibition shall be in effect from contract award through three years after the end of the period of performance of the applicable task order.

vi. Paragraph H.20 has been revised as follows:

FROM: In the event contractors must pay additional compensation to retain or obtain personnel to perform in a Hazard Duty location, the contractor shall be entitled to equitable compensation at rates set in accordance with the State Department guidelines. If the need to pay the Hazardous Duty arises, the contractor shall promptly notify the Government, justify the request for Equitable Adjustment and obtain PCO approval before an Equitable Adjustment in price will be made.

TO: In the event contractors must pay additional compensation to retain or obtain personnel to perform in a Hazard Duty location, the contractor shall be entitled to equitable compensation at rates set in accordance with the State Department guidelines. For the purposes of this contract, basic compensation is meant to be 40 hours per week, although OCONUS personnel may be required to work beyond the basic 40 hour work week. OCONUS premium pay may only be applied to basic compensation, up to the first 40 hour period of the OCONUS work week. Additionally, contractors may not combine Danger Pay with Difficult to Staff Incentive Differential if the total exceeds 35 percent of an employees basic compensation (limited to maximum 40 hours per week). If the need to pay the Hazardous Duty (Danger and Post Hardship) premium arises, the contractor shall promptly notify the Government, justify the request for Equitable Adjustment, and obtain PCO approval before an Equitable Adjustment in price will be made.

c. Section J, "List of Attachments"

i. Column "E" within tab entitled, "Category descrip with Min Quals" within Attachment 0002, KBS Pricing Labor Matrix (with Labor Descriptions/Minimum qualifications), has been renamed as follows:

FROM: Level I

TO: Level I Minimum Qualifications

ii. Column "F" within tab entitled, "Category descrip with Min Quals" within Attachment 0002, KBS Pricing Labor Matrix (with Labor Descriptions/Minimum qualifications), has been renamed as follows:

FROM: Level II

TO: Level II Minimum Qualifications

iii. Column "G" within tab entitled, "Category descrip with Min Quals" within Attachment 0002, KBS Pricing Labor Matrix (with Labor Descriptions/Minimum qualifications), has been renamed as follows:

FROM: Level III

TO: Level III Minimum Qualifications

iv. Column "H" within tab entitled, "Category descrip with Min Quals" within Attachment 0002, KBS Pricing Labor Matrix (with Labor Descriptions/Minimum qualifications), has been renamed as follows:

FROM: Level III maximum

TO: Level III Maximum Qualifications

v. Attachment 0003, KBS Experience Matrix/Narrative, has been revised as follows, to mirror the language in L.4.1.2.1:

**Name of Offeror or Contractor:**

FROM: Relevance Consideration # 1: Recent and relevant prior experience pertaining to service contracts performed either as the prime contractor that involved contractor team arrangement(s) (as defined by FAR 9.601) with at least three other organizations not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations. Include detail discussing the type and portion of work performed by each firm.

TO: Relevance Consideration # 1: Recent and relevant prior experience pertaining to service contracts performed either as the prime contractor that involved contractor team arrangement(s) (as defined by FAR 9.601) with at least three other organizations not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations. Include detail discussing the type and portion of work performed by each firm to accomplish the tasks related to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7.

- vi. Attachment 0004, KBS Cross-Reference Matrix, has been revised as follows, to mirror the language in L.4.1.2.1:

FROM: Consideration # 1: Service contracts performed either as the prime contractor that involved contractor team arrangement(s) (as defined by FAR 9.601) with at least three other organizations not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations. Include detail discussing the type and portion of work performed by each firm.

TO: Consideration # 1: Service contracts performed either as the prime contractor that involved contractor team arrangement(s) (as defined by FAR 9.601) with at least three other organizations not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations. Include detail discussing the type and portion of work performed by each firm to accomplish the tasks related to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7.

- vii. Attachment 0006, Small Business Participation Factor Workbook Instructions, has been replaced with a new version.

d. Section L, "Instructions, Conditions, and Notices to Offerors"

- i. Paragraph L.1.2 has been revised as follows:

FROM: Proposal Content: The offeror's proposal shall be submitted in five separate volumes, as set forth below. Proposals shall not contain citations or links to other websites. All proposal information shall be in the English language. Proposals shall be submitted on standard 8.5 x 11 paper. Font size shall be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. The offeror shall number each page and provide an index/table of contents with each volume. Drawings and graphics included within the proposal that may be more appropriate to use larger paper may utilize no larger than 11 x 17 paper. The complete set of volumes shall be accompanied by a cover letter prepared on the companys letterhead. Each of the volumes shall be separated and labeled with full pagination. The proposal shall include a volume for each of the evaluation factors. The offerors proposal shall be uploaded to the Army Single Face to Industry (ASFI) Bid Response System (BRS) website (in accordance with paragraph L.1.4), clearly labeled, with volumes divided as follows:

TO: Proposal Content: The offeror's proposal shall be submitted in five separate volumes, as set forth below. Proposals shall not contain citations or links to other websites. All proposal information shall be in the English language. Proposals shall be submitted on standard 8.5 x 11 paper. Font size shall be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable. The offeror shall number each page and provide an index/table of contents with each volume. Drawings and graphics included within the proposal that may be more appropriate to use larger paper may utilize no larger than 11 x 17 paper. The complete set of volumes shall be accompanied by a cover letter prepared on the companys letterhead. Each of the volumes shall be separated and labeled with full pagination. The proposal shall include a volume for each of the evaluation factors. The offerors proposal shall be uploaded to the Army Single Face to Industry (ASFI) Bid Response System (BRS) website (in accordance with paragraph L.1.4), clearly labeled, with volumes divided as follows:

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 7 of 31**

PIIN/SIIN W56HZV-14-R-0030

MOD/AMD 0003

**Name of Offeror or Contractor:**e. Section M, "Evaluation Factors For Award"

i. The changes made to paragraph M.5.1.1 as a result of Amendment 0002 have been underlined and marked with asterisks for administrative purposes.

2. The RFP closing date remains unchanged as a result of this amendment, and shall close no later than 12:00 p.m. Eastern Standard Time on Wednesday, September 3, 2014.

3. Except as provided herein, all other terms and conditions of this solicitation remain unchanged.

\*\*\* END OF NARRATIVE A0004 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 8 of 31</b>
	PIIN/SIIN W56HZV-14-R-0030	MOD/AMD 0003

**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TO REQUIREMENTS

The following ordering procedures apply to all task orders issued against the KBS contract suite. Any services to be furnished will be acquired by the Government via a task order.

H.1.1 Authority to Place a Task Order:

The KBS contract suite will be primarily used by PEO CS&CSS, PEO GCS, SoSE&I, TARDEC, and the enterprise agencies of TACOM LCMC for the procurement of services within the statement of work. However, on a case-by-case basis, other contracting offices having Knowledge Based Service (KBS) requirements within the scope of this contract suite may be delegated authority to place orders against this contract suite by the KBS contracting officer, Ms. Renee Marie Collica, renee.m.collica.civ@mail.mil.

When placing orders, contracting officers will follow the policies and procedures in FAR 16.505.

Task orders may be placed at any time during the five-year ordering period of the MA IDIQ contract.

H.1.2 Types Of Orders:

Any contract types specified in FAR Part 16, Types of Contracts, or any combination thereof, may be permitted for use on task orders issued against the KBS contract suite. The Government intends to competitively award task orders on a bilateral basis in accordance with (IAW) the fair opportunity provisions. The Government shall consider any task order not rejected in writing within three business days after provided to the contractor for review to have been accepted by the contractor. Additionally, the Government reserves the right to unilaterally award task orders to the successful offeror who submitted a proposal in response to a task order request. The unilaterally awarded task order shall be considered accepted by the contractor unless rejected in writing within three business days after issuance.

H.1.3 Unauthorized Work:

The contractor shall only commence performance after the task order has been awarded by the PCO.

H.1.4 Task Order Funding:

Funding will be authorized and obligated at the task order level.

H.1.5 Security Requirements:

H.1.5.1 Some task orders issued against the KBS contract suite may involve tasks utilizing classified information. As specified by the individual task order, offerors and any subcontractor(s) who may handle or access the classified information will be required to either a) possess a current active TOP SECRET or SECRET Facility Clearance (FCL) that can be verified by the Government via the Joint Personnel Adjudication System (JPAS) database; or b) execute a Defense Security Agreement (DD Form 441) which obligates the contractor to comply with the security requirements of the National Industrial Security Program Operating Manual (DoD 5220.22-M). Offerors and any subcontractor(s) shall contact the cognizant Defense Security Service (DSS) Industrial Security Field Office within 15 calendar days of award of a task order so the FCL application and approval process can be initiated. A DD 254 detailing the clearance and applicable safeguard levels required before commencement of contract performance utilizing the classified information will be included with the individual Task Order Request (TOR). The contractor shall conform to all security requirements. Upon receipt of the required level of clearance, the contractor will be permitted access to the classified Government data. Interim clearances may be granted by the DSS at the task order level on a case-by-case basis. The Government will conduct surveillance of the FCL requirement at the task order level.

H.1.5.2 If the DD 254 is marked Top Secret and/or Blocks 10. a, b, d, e, f, or g on the DD 254 are checked "Yes", the contractor shall submit a written request to the Program Security Manager for approval to flow-down security requirements to any subcontractor. In addition, the contractor shall submit completed and signed individual DD 254s for each approved subcontractor requiring access to and/or generating classified information. The contractor shall provide the Program Security Manager with a signed copy of each individual DD 254 for the contract file. Internet site <http://www.classmgmt.com> contains instructions on how to prepare and submit a DD 254.

H.1.5.3 All contractor personnel shall obtain a favorable background investigation determination before accessing the TACOM LCMC database(s) and Local Area Network IAW Army Regulation (AR) 25-2 and AR 380-67. All information or data developed under this contract (and task orders issued thereunder) shall be marked in accordance with DoD 5220.22-M, Chapter 4: Classification and Marking.

H.1.5.4 The contractor shall not release any information or data to third parties without first obtaining the express written approval of the PCO.

H.1.6 TORs:

**Name of Offeror or Contractor:**

H.1.6.1 The contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government all necessary labor, services, and materials required to accomplish the work efforts as specified in the fully executed task order. All tasks to be performed at the task order level shall be within the scope of Section C of this MA IDIQ contract. The Government is only liable for work authorized under the terms and conditions stated in the task order.

H.1.6.2 Within 15 business days after MA IDIQ award, the prime contractor shall establish a single e-mail mailbox for the Government to use to distribute TOR information. The Government will only send TOR packages to one email address per prime contractor. The TOR will include submission requirements, evaluation criteria, and other information specific to the requirement. All contractors who receive the TOR shall acknowledge receipt electronically to the person(s) of issue within two business days.

H.1.6.3 TORs will be issued by the Government when soliciting proposals for requirements under this contract suite. Oral requests may be used when the requirements are urgent. However, it is the Government's intent to issue TORs electronically whenever practicable. A task order proposal shall be received at the initial point of entry by the date and time specified in the TOR or the proposal will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal required by each TOR.

H.1.6.4 The Government reserves the right to award any task order based on initial proposals as submitted. The Government will evaluate proposals based on the evaluation criteria identified in each TOR, which may include technical approach, technical experience, past performance, cost/price, or small business participation (SBP).

H.1.6.5 Depending on the effort required by the specified task order, other Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), and/or Army Federal Acquisition Regulation Supplement (AFARS) clauses, as well as any other terms and conditions, may be applicable.

H.1.6.6 Small Business (SB) Requirement:

H.1.6.6.1 On a case-by-case basis, a SB subcontracting requirement may be included in task orders solicited to the full and open pool. This requirement will apply to both SBs and OTSBs. A SB can propose to meet the SB subcontracting requirement through its own performance. If this requirement is added, the TOR will identify the percentage of fully-loaded labor dollars to be subcontracted to SBs for each period of performance, not including any phase-in period. The Government will reject a contractor's proposal that fails to comply with this requirement at the time of proposal submission. During task order performance, this requirement will be monitored on a monthly basis. Failure to meet this requirement may be grounds for Termination for Cause or Default.

H.1.6.6.2 The NAICS code specified in the TOR must be passed on to the subcontractor unless the contractor provides supporting data to the PCO explaining why another NAICS code is more appropriate for the work the subcontractor will be performing. The contractor shall include sufficient rationale in its proposal for any change it makes to the NAICS code at the subcontractor level. In addition, if the subcontractor is proposed as a SB but is not listed in System for Award Management (SAM) for the NAICS code being utilized, supporting data shall be provided showing that the subcontractor is, in fact, a SB concern. All proposals shall include a statement as to the specific work the subcontractor will perform, broken down for each performance period identified in the TOR. Failure to provide the subcontracting information required above in a contractor's task order proposal may result in rejection of the proposal.

H.1.7 Evaluation Process for Task Order Proposals:

H.1.7.1 Task orders will be competed IAW the fair opportunity provisions of FAR 16.505(b) unless one of the exceptions listed in FAR 16.505(b)(2)(i) applies. The basis for the award will be identified in the TOR. Best Value Trade Off (see paragraph H.1.7.1.1) or Technical Go/No Go (see paragraph H.1.7.1.2) are two evaluation approaches that may be utilized at the task order level.

H.1.7.1.1 Best Value Trade Off: Task order award will be made to the offeror whose proposal is determined to represent the best value to the Government when evaluated IAW the criteria set forth in the individual TOR. This may result in award to other than the lowest priced proposal or other than the highest rated proposal after consideration of all evaluation factors. Best value is determined through an integrated assessment and trade off analysis utilizing non-cost factors such as technical approach and qualifications, past performance, management approach, personnel experience, SBP, versus cost/price factors.

H.1.7.1.2 Technical Go/No Go: If Technical Go/No Go is utilized, the Government will determine the standards for the non-cost factors of the proposal on an Acceptable/Not Acceptable (Go/No Go) basis, and then evaluate the lowest total evaluated cost/price.

H.1.7.2 Offerors are cautioned that during the evaluation of task orders the Government may use, in addition to the data provided in an offeror's proposal, data obtained from other sources (e.g., Dun and Bradstreet (D&B) reports, Defense Contract Audit Agency (DCAA) audits, available industry market rates for labor and overhead), including the Past Performance Information Retrieval System (PPIRS) for Contractor Performance Assessment Reporting System (CPARS) data, electronic subcontracting reporting system (eSRS) data, and records of performance on previously awarded contract actions. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete proposal information rests solely with the offeror.

H.1.7.3 The Government reserves the right to conduct exchanges with one or more, but not necessarily all, offerors for any reason.

H.1.7.4 The contractor shall obtain PCO approval prior to changing or adding any subcontractors at the task order level. The contractor

**Name of Offeror or Contractor:**

shall provide rationale explaining the need to change subcontractor(s). For cost-reimbursement-type Contract Line Item Numbers (CLINs), the contractor shall identify the labor rate(s) proposed by the previously identified subcontractor(s), as well as identify the labor rate(s) proposed by the 'new' subcontractor. The PCO will provide a written determination within 10 business days as to whether the change in subcontractor(s) is authorized.

H.1.7.4.1 Each executed task order will incorporate the identification of subcontractor(s) (by company name) and respective proposed labor mix.

H.1.8 Task Orders Awarded on a Time-and-Material and Cost-Reimbursement Basis:

H.1.8.1 The contractor shall notify the PCO, in writing, any time he has reason to believe that the hourly rate payments, travel, other direct costs, and/or material amounts that will accrue in performing the awarded task order, when added to all other payments and amounts previously accrued, will exceed 75 percent of the total price of the task order. If FAR 52.232-20, Limitations on Cost, is included in the task order, the notification required in this paragraph shall occur as prescribed in the clause.

H.1.9 Task Order Ombudsman:

The PCO shall be the first point of contact for contractors seeking resolution of issues. The TACOM LCMC Ombudsman required by FAR 16.505(b)(8) is Ms. LaRuth Shepherd, (586) 282-6597, e-mail address: laruth.shepherd.civ@mail.mil.

**H.2 TASK ORDER PRICING**

H.2.1 Labor: Task orders will be priced IAW the contractors KBS Pricing Labor Matrix (Attachment 0002). Each Pricing Labor Matrix consists of the same labor categories for each contractor. However, there may be TORs issued against the KBS contract suite which require the use of a labor category and/or experience level\*\*\* that is not contained in the Pricing Labor Matrix. For those TORs, the proposed labor category applied to the specific task order shall utilize the same pricing methodology that the contractor used to develop its Pricing Labor Matrix, and shall be subject to the applicable Changes clause (e.g., FAR 52.243-1, FAR 52.243-2, or FAR 52.243-3). Additionally, contractors may propose additional labor categories and/or experience level\*\*\* at the task order level, if authorized by the TOR.

H.2.1.1 In the event a task order contains a requirement for the contractor to deploy personnel to an overseas location, contractor employees that are required to work in a contingency location are authorized the following adjustments to their wages: Danger Pay and Hardship Pay. However, the rates charged to the Government shall not exceed the allowable rates as determined by the State Department for the area of operation.

H.2.1.2 For contractor employees working on a Government installation, unscheduled gate closures by security may occur at any time, causing personnel entering or exiting a closed military installation to experience a delay. This cannot be predicted or prevented. Labor hour employees will not be compensated by the Government for unexpected closures or delays.

H.2.1.3 Contractor employees are not authorized periods of Administrative Leave, at the Governments expense, that are granted to Government employees by local Commanders for attendance at various Government functions, early holiday dismissals, etc. Instead, contractor employees shall continue performance at the work site as long as Government presence is available, unless the contractor employee takes vacation time or time off without pay at no additional expense to the Government, subject to mission requirements as determined by the COR.

H.2.1.4 The contractors KBS Pricing Labor Matrix (Attachment 0002) proposed in response to the IDIQ solicitation sets forth the labor categories and associated maximum labor rates the Government will reimburse for any given performance period. Offerors are advised that the proposed labor rates to successfully perform any task order issued hereunder should reflect the most competitive price. At the task order level, should the applicable Wage Determination rate(s) increase during task order performance, the contracting officer can make adjustments IAW FAR 52.222-43, "Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts)".

H.2.1.4.1 During the issuance of future TORs, the Government may solicit for specific labor categories tied to the contractor's KBS Pricing Labor Matrix (Attachment 0002).

H.2.1.4.1.1 If the Government provides labor categories within the TOR, the contractor's labor rates proposed in response to the TOR shall be predicated on the qualifications for the level designated within the KBS Pricing Labor Matrix (Attachment 0002).

H.2.1.4.1.2 If a TOR directs contractors to propose the labor mix to achieve the requirements of the Government, the contractor shall utilize its KBS Pricing Labor Matrix (Attachment 0002) and corresponding ceiling labor rates to propose labor categories to accomplish the tasks. If the contractor determines that the labor categories available under its KBS Pricing Labor Matrix (Attachment 0002) are not suitable for the successful performance of the task order, the contractor shall propose suitable alternate labor category(ies) with corresponding minimum qualifications and provide rationale for inclusion in the proposed labor mix. Rationale shall include discussion of why the labor categories within the KBS Pricing Labor Matrix (Attachment 0002) cannot meet the requirements of the Government and how the proposed alternate labor category(ies) will do so.

**CONTINUATION SHEET****Reference No. of Document Being Continued**

Page 11 of 31

PIIN/SIIN W56HZV-14-R-0030

MOD/AMD 0003

**Name of Offeror or Contractor:**

H.2.1.4.2 The contractor shall certify in its Cost/Price volume that it will meet the minimum qualifications proposed in response to all TORs solicited against the KBS contract suite throughout the entire performance period of the task order, regardless of the contract type.

H.2.1.5 In order to be eligible for overtime premiums, overtime\*\*\* shall be explicitly authorized by the contracting officer in advance of being worked.

**H.2.2 Travel:**

Reimbursement for travel, subsistence, and lodging will be paid to the contractor only to the extent that it is necessary for performance of a task order issued under this contract and allowable under the Joint Travel Regulations (JTR). Official travel of contractor personnel away from their duty station that was not identified in the negotiated task order shall not be undertaken unless advance written approval has been obtained from the PCO or COR. See FAR 31.205-46 for additional information regarding travel costs. The contractor shall not exceed the maximum per diem rates set forth by the regulations identified in FAR 31.205-46(a)(2)(ii). Indirect rates commensurate with the firms disclosure statement/accounting practices are authorized for reimbursement. These rates may be fixed at time of task order award.

H.2.2.1 Travel within a 50-mile radius (local travel) of the primary place of performance stated in the task order will not be reimbursed by the Government unless the travel is directly related to the mission, as determined by either the PCO or COR. The PWS at the task order level will identify whether any routine local travel will be required. The contractor will not be reimbursed for local travel such as attending meetings that could otherwise be held via teleconference. Additionally, the contractor shall furnish any motor vehicles needed in performing a task order issued against the KBS contract suite. As specified in the individual task order, the Government may provide the contractor with a motor vehicle when:

H.2.2.1.1 Prospective contractors do not have, or would not be expected to have, an existing and continuing capability for providing the vehicles with their own resources; and

H.2.2.1.2 Substantial savings are expected.

H.2.2.2 Fee/profit on travel expenses is not an allowable cost on any task order issued against the KBS contract suite.

H.2.2.3 All travel costs associated with the employee driving to/from work shall be at the contractors expense and not reimbursable by the Government. All other travel expenses are subject to the JTR and PCO approval. The Government will not pay any travel expenses for a contractor employee to travel to/from his place of residence to/from worksite unless authorized as Rest and Recuperation (R&R) associated with Outside the Contiguous United States (OCONUS) performance. The Government will not pay for any non-mission related travel.

H.2.2.4 The Government reserves the right to request, at any time, that the contractor provide proof of insurance for any vehicle the contractor is utilizing in direct performance of a task order under this contract.

H.2.2.5 All reimbursable travel shall be approved by the COR, in writing, prior to any travel taking place. The contractor shall submit the following information to the COR no later than (NLT) five calendar days (unless the task order specifies otherwise) prior to commencement of the travel:

H.2.2.5.1 Purpose of the trip and what will be accomplished during the trip and why the purpose/mission cannot be accomplished via teleconference;

H.2.2.5.2 The number of contractor personnel required to travel, including the name and position title of each traveler;

H.2.2.5.3 Duration of the trip;

H.2.2.5.4 The departure and arrival location; and

H.2.2.5.5 Estimated cost of the trip including airfare and/or mileage, per diem, lodging, and any other cost(s) associated with the trip. The contractor shall substantiate all cost estimates in its request. Any estimated costs proposed shall be on a not-to-exceed (NTE) basis.

For any task order(s) containing cost-type CLINs, the contractor shall upload the written approval provided by the COR to Wide Area Workflow (WAWF) along with the invoice(s) for the reported cost(s) and copies of all receipts documenting the cost(s) of the trip. If the contractor anticipates exceeding the estimate provided in the original request, then a justification shall be provided to the COR, prior to the invoice being uploaded to WAWF, as to why the trip is anticipated to exceed the estimated cost. Any cost(s) that exceed the original estimate shall be approved in advance by the COR. Failure to obtain advance approval from the COR will result in the contractor only receiving reimbursement for the allowable per diem amount(s) or the NTE cost already approved by the COR.

**Name of Offeror or Contractor:**

H.2.3 Other Direct Costs (ODCs): Materials, supplies, and ODCs are subject to the requirements of FAR Part 31, Contract Cost Principles and Procedures.

H.2.4 The contracting officer may require cost or pricing data or information other than certified cost or pricing data to support task order proposals or modifications IAW FAR 52.215-20 or FAR 52.215-21.

**H.3 SB PROVISIONS**

H.3.1 Small Business Set-Asides (SBSA) (Task Order Level):

H.3.1.1 Services currently performed under an 8(a) set-aside will not be obtained under the KBS contract suite unless the Small Business Administration (SBA) releases the SB from the program.

H.3.1.2 The KBS contract suite will not be used to award task orders for requirements valued below the Simplified Acquisition Threshold (SAT).

H.3.1.3 Task Orders Above the SAT: Task order competitions may be set aside for the restricted pool (comprised of only SBs) based on the Governments estimated value of the requirement. All competitive task orders will be set aside for competition among the restricted pool contractors whenever the estimated value of the task order exceeds the Simplified Acquisition Threshold but does not exceed \$3 million per year. Depending on the mix of contractors that receive MA IDIQ contracts, the SBSAs may be reviewed for opportunities to further set aside the requirements for specific sub-categories of SBs, (e.g., Small Disadvantaged Business (SDB), Historically Underutilized Business Zone (HUBZone), Service Disabled Veteran Owned Small Business (SDVOSB). Task orders exceeding \$3 million per year may be solicited to the full and open pool or set aside for the restricted pool contractors at the discretion of the PCO IAW FAR 19.502-4(c) and paragraph A.4.2.

H.3.1.3.1 Prior to issuance, the PCO will determine whether the requirement will be solicited to the restricted pool or full and open pool. If the TOR is solicited to the restricted pool, at least one responsive proposal must be received by a responsible SB or the Government will re-solicit the requirement to the full and open pool. All proposals received after re-solicitation to the full and open pool will be considered by the Government.

H.3.1.3.2 Restricted pool prime contractors are permitted to propose on all competitive task orders solicited unless one of the exceptions listed in FAR 16.505(b)(2) applies.

H.3.1.3.3 During the Open Season period, the TS3 PCO has the unilateral discretion to increase the SBSA threshold established within paragraph H.3.1.3 based on SB utilization. The dollarized SBSA threshold will not be decreased below the threshold established within paragraph H.3.1.3.

H.3.2 SB Size Regulations:

H.3.2.1 SBA has defined eligibility standards for SBs in 13 CFR Part 121. In order to ensure that an offeror qualifies as an eligible SB, prospective offerors are encouraged to review 13 CFR Part 121, FAR Part 19, and DFARS Part 19. Offerors proposing a contractor team arrangement (CTA) IAW FAR 9.601 are advised to review 13 CFR 121.103 and 13 CFR 121.103(h)(3) prior to submitting a proposal.

H.3.2.2 Offerers are advised to review 13 CFR 121.404 in order to know how the size status of a business concern is determined. SBA is the sole authority for making determinations of SB size standards for SB programs. The contracting officer reserves the right to request a size certification in connection with a specific task order issued against the KBS contract suite. If a contractor represented that it was a SB prior to award of the IDIQ contract, the contractor shall re-represent its size status in accordance with FAR 52.219-28.

H.3.2.3 Joint ventures (JVs) and affiliations must be in accordance with 13 CFR 121.103.

**H.4 OFF-RAMPING**

H.4.1 At any point during the MA IDIQ ordering period, ACC-WRN reserves the right to Off-Ramp a MA IDIQ prime contractor via Termination for the Convenience of the Government, mutual agreement between the Government and the contractor, based on a determination of non-responsibility, or for failure to comply with FAR 19.702(c).

H.4.2 Written notice of the proposed off-ramping action will be sent to the affected contractor, and will allow the contractor 10 calendar days to respond before the off-ramping action is executed.

**H.5 ON-RAMPS**

H.5.1 To maintain an optimal mix of both SB and OTSB prime contractors, ACC-WRN may conduct an Open Season approximately two-and-one-half (2-1/2) years into the IDIQ contract performance period, during which new contractors may be added, via On-Ramping, to the KBS contract suite. This may result in a change in the total number of prime SBs and/or OTSBs in the KBS contract suite. Any new IDIQ

**Name of Offeror or Contractor:**

contracts awarded as a result of On-Ramps will not result in a change to the maximum quantity of services anticipated under this contract suite, as stated in paragraph A.2, nor will the ordering period for the IDIQ contract be extended beyond that stated in paragraph A.6.

H.5.2 Open Season will be accomplished by issuing a Request for Proposal (RFP), including a sample or representative KBS task order.

H.5.3 Existing KBS MA IDIQ contractors may also participate in Open Season in order to make downward cost/price adjustments.

H.5.4 If, during Open Season, the Government on-ramps additional prime IDIQ contractors, the Government may issue a bilateral modification to all existing prime IDIQ contractors to update clauses and/or provisions.

**H.6 TECHNICAL INSTRUCTIONS (TIs) ISSUED AT THE TASK ORDER LEVEL**

H.6.1 Requirements and tasks to be performed by the contractor will be set forth in the individual task order. However, clarifications of the technical tasks to be performed under a task order PWS or SOW may be given by means of Technical Instruction(s). Work and labor hours associated with the TIs shall be within the scope of the original task order, fully funded, and formalized via bilateral modification.

H.6.2 After the individual task order is competed and awarded, and prior to issuing TIs, the PCO may negotiate with the contractor to modify the task order with respect to any travel, materials, and ODCs as well as locations, schedules, deliverables (including Contract Data Requirements Lists (CDRLs)), special clauses, and provisions associated with the TI. At no point in time shall the contractors cost exceed the funded amount of the awarded task order.

H.6.3 Each TI will include, at a minimum, the following information:

H.6.3.1 A detailed description of the specific work to be performed.

H.6.3.2 Reference to specific task(s) and requirement(s) in the task order PWS or SOW under which the work described in the TI is to be performed.

H.6.3.3 The estimated number of labor hours at the labor rates and labor categories awarded, or the estimated number of hours to accomplish the work.

H.6.3.4 Estimated travel, direct material and/or ODCs.

H.6.3.5 Identification of the CLIN(s) under which the work is to be performed.

H.6.4 The completion date of the TI shall not exceed the completion date of the overarching task order.

**H.7 NON-PERSONAL SERVICES**

Contractor employees shall only perform tasks as directed by the Contractor. The contractor shall notify the PCO if any contractor employee reports receiving instructions, directions, or orders to perform work from Government personnel. (FAR 37.104, "Personal services contracts")

**H.8 INHERENTLY GOVERNMENTAL FUNCTIONS**

H.8.1 The contractor shall notify the PCO if any contractor employees are directed to perform any tasks listed in FAR 7.503(c). The contractor shall not permit contractor employees to perform such tasks, and shall ensure that all contractor employees are informed of the substance of this clause. The substance of this clause shall be included in all subcontracts at any tier.

H.8.2 Contractor personnel working at a Government facility shall answer all telephone calls, and present themselves at meetings associated with performance of an awarded task order, by identifying themselves using the name of the contractor, the employees name, and status as a contractor. Example, "ABC Resources, I am contractor John Doe."

**H.9 GOVERNMENT FURNISHED PROPERTY**

The Government may provide Government Furnished Property (GFP), Government Furnished Material (GFM), or Government Furnished Equipment (GFE) for individual task orders. GFP, GFM, and GFE clauses will be addressed at the individual task order level.

**H.10 FEDERAL HOLIDAYS**

The following days are legally-recognized holidays. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays:

**Name of Offeror or Contractor:**

New Year's Day  
Martin Luther King Jr.'s Birthday  
President's day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

H.10.1 When one of the above designated Federal Holidays falls on a Sunday, the following Monday will be observed. When a Federal Holiday falls on a Saturday, the proceeding Friday is observed.

H.10.2 In addition to the days designated as holidays, the Government observes the following days:

H.10.2.1 Any other day designated by Federal Statute;

H.10.2.2 Any other day designated by Executive Order; and

H.10.2.3 Any other day designated by Presidential Proclamation.

H.10.3 It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not be a reason for an extension of the period of performance, or entitlement of compensation, except as set forth within the contract.

H.10.4 Individual task orders will address how the contractor shall handle specific work schedules pertaining to Federal Holidays and/or non-duty days on a Government facility.

H.11 CORPORATE CHANGES

H.11.1 The contractor shall notify both the PCO and Administrative Contracting Officer with the Defense Contract Management Agency (DCMA) prior to the commencement of any corporate change. Any corporate changes may impact a prime contractors ability to participate in future requirements under the KBS contract suite.

H.11.2 The contractor shall provide the KBS contracting officer (reference H.1.1) copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buyouts, sale or dissolution, and changes in personnel policy that effect this contract or task orders issued thereunder. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the TS3 PCO as soon as possible.

H.12 TRAINING IN USE OF GOVERNMENT SYSTEMS/WORKING ON A GOVERNMENT INSTALLATION

H.12.1 Contractor employees may be required to complete training in the use of Government systems, processes, and work on a Government facility as specified in the individual task order.

H.12.2 Mandatory training for continuation of contractor employee requiring access to US Army TACOM facilities is an allowable cost IAW FAR 31.205-44. The contractor shall allocate these training costs consistent with its normal accounting practices. In order to prevent double counting, if training is normally included as an indirect cost, then it should not be charged as a direct cost.

H.13 WORK ON A GOVERNMENT FACILITY

In performing work under this contract on a Government facility, the contractor shall:

H.13.1 Conform to the specific safety requirements established by this contract and task orders issued hereunder;

H.13.2 Observe all rules and regulations issued by the installation Commanding Officer, if applicable, pertaining to occupational safety, fire, safety, working conditions, sanitation, severe weather, and admission to the installation;

H.13.3 Establish a safety and health program in accordance with Occupational Safety and Health Standards (OSHA) standards 29 CFR 1910 and 1926. The contractor shall use local supplements, regulations and policy, and national consensus standards, as changed or amended, when applicable;

H.13.4 Take all reasonable steps, safety protection, and precautions to prevent accidents and preserve the life and health of Government and contractor personnel during performance under this contract or task orders issued hereunder;

H.13.5 Provide and enforce the use of all required Personal Protective Equipment (PPE), as prescribed in the applicable OSHA Standard,

**Name of Offeror or Contractor:**

if specified for use in task orders issued hereunder. The contractor shall disclose the areas which require the wearing or use of PPE and/or clothing to its employees through the use of signs;

H.13.6 Obtain all necessary security and access credentials for new contractor employees prior to the reporting date if working on a Government installation. Copies of completed security documents and any supporting material (copies of court dispositions, etc.) are to be hand-carried to the Security Office by the new employee after obtaining an access badge. All documents shall be presented to obtain an appropriate contractors security badge. Upon completion and/or termination of a contract employees employment, the contractor shall ensure all security ID badges (i.e., contractors badge and common access card (CAC)), car decals, and any other property of the Government is returned to the COR for appropriate disposition. Additionally, privately owned vehicles belonging to contractor personnel are subject to search pursuant to applicable regulations. The award of this MA IDIQ contract does not authorize access to any military installation. Any violation of an installation regulation or of state or federal statute may result in the termination of the privilege to enter the military installation. The contractor is responsible for any costs associated with replacing an employee that is barred from a Government installation.

H.13.7 Obtain approval from the Government prior to using any radioactive or radiation-emitting material(s) and item(s), if specified for use in task orders issued hereunder.

**H.14 CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) AND CPARS**

H.14.1 The contractor shall access the CPARS website via <http://www.cpars.gov/>.

H.14.2 A CPAR is required when a contract/task order meets the established dollar threshold for its business sector as defined in AFARS 5142.1502-90(a). However, the PCO may require a CPAR valued below those thresholds. Additionally, a CPAR is required in all instances of termination or partial termination for default or cause immediately upon notification to the contractor, regardless of the dollar value of the contract or task order. The cognizant DCMA office and/or the COR may provide relative information to the PCO regarding the contractor's performance to include the following areas: Technical (Quality of Product or Services); Schedule; Cost Control; Management (Responsiveness, Subcontract Management, Program Management or Other Management); and Management of Key Personnel (for Services and Information Technology Business Sectors). The assessment/review will be accomplished through CPARS. The completed evaluations will not be released to anyone other than Government personnel and the contractor whose performance is being evaluated. Within the time specified in the individual task order, the contractor shall provide the PCO with the name of the person who will be responsible for accepting or disputing the CPARS created by the Government.

H.14.3 An interim CPAR is required for new task orders meeting the thresholds identified in AFARS 5142.1502-90(a) and that have a period of performance greater than 365 calendar days. Interim CPARS are also required every 12 months throughout the entire period of performance of the task order up to the final report. Additionally, an interim CPAR is also required upon a significant change within the agency, provided that a minimum of six months of performance has occurred, such as a change in program or project management responsibility or a transfer of a contract to a different contracting activity.

H.14.4 A final CPAR will be completed by the Government upon task order completion. Final reports are to be prepared on all contracts meeting the thresholds established in AFARS 5142.1502-90(a) with a period of performance of less than 365 calendar days but no more than 18 months. The final CPAR will only address information on the period of performance since the last CPAR.

**H.15 CONTRACTOR MANPOWER REPORTING (CMR) REQUIREMENTS APPLICABLE TO AWARDED TASK ORDERS**

H.15.1 The contractor shall access the CMR website via <https://cmra.army.mil>.

H.15.2 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided through fully executed task orders. If the contractor does not receive a funded task order in any given year, information need not be entered in the CMR database. The reporting period shall be the period of performance, not to exceed 12 months, ending 30 September of each Government fiscal year. All data must be reported by 31 October of each calendar year. The contractors name and the contract number associated with the data will not be disclosed to the public.

**H.16 AVOIDANCE OF ORGANIZATIONAL CONFLICTS OF INTEREST (OCIs)**

H.16.1 Definition. The term "Organizational Conflict of Interest" is defined in FAR Subpart 2.10; see also FAR 9.502(c).

H.16.1.1 Intent. Nothing in paragraph H.16 of this contract is intended to further broaden the OCI limitations and general rules found in FAR 9.505.\*\*\*

H.16.2 Agreement. At all relevant times, the parties agree to avoid or mitigate any actual or potential OCI they identify in connection with this MA IDIQ contract and any task order issued hereunder. Any OCI(s) identified prior to award of the MA IDIQ contract and task orders issued hereunder are addressed in paragraph H.16.3. OCIs that are not identified until after award are addressed in paragraphs H.16.4 and H.16.5. Compliance with these OCI requirements is a material obligation of the contract. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Subpart 9.5, or elsewhere included in this contract. If a contractor fails to comply with these requirements, the Government may

**Name of Offeror or Contractor:**

terminate the MA IDIQ contract and/or task order(s) for default, disqualify the contractor for subsequent related task orders, and/or pursue other remedies available under the law.

H.16.3 The PCO identified the following circumstances that could give rise to the development of an OCI in violation of FAR 9.505, and require a contractor to take the actions set forth below in H.16.4. Offerors shall review and compare its existing contracts to the circumstances identified in 16.3, and notify the PCO of any potential or actual OCIs before the closing date of the KBS contract suite solicitation (see L.3.7) or task orders issued hereunder.

H.16.3.1 Contractor employees work on Government premises in close proximity to Government employees, exposing the contractor employees to potential source selection sensitive information concerning Government requirements not yet publically released, possibly providing the contractor with an unfair competitive advantage;

H.16.3.2 Contractor employees perform tasks to determine specifications, identify or resolve interface problems, develop test requirements and evaluate test data, and supervise design or provide technical direction in the development of work statements or directing another contractors operations;

H.16.3.3 A contractor employee may obtain access to technical data or proprietary information developed by a third party at its own expense; and

H.16.3.4 A contractor employee may perform evaluation of its own products or services, or those of a third party.

H.16.4 To avoid or mitigate the effect of any OCI arising out of the circumstances identified in H.16.3 above, the contractor shall take the following actions when it has provided or intends to provide services in accordance with FAR 9.505\*\*\*:

H.16.4.1 Organizational Conflict of Interest Mitigation Plan

H.16.4.1.1 Pursuant to FAR 9.505, the\*\*\* contractor agrees that it shall not compete for or accept any contract or subcontract for the production of any system, component, or items on which it has worked or made recommendations under this contract or task orders issued hereunder. In addition, the contractor agrees not to work as a subcontractor (including but not limited to, development or production, engineering, and consulting) on behalf of any hardware vendor to provide any system, component, or item on which it has worked under this contract. This prohibition shall be in effect from contract award through three years after the end of the period of performance of the applicable task order.

H.16.4.1.2 For the KBS contract suite and any task order issued hereunder, the term "contractor" means (i) the organization (hereinafter referred to as "it" or "its") entering into this contract with the U.S. Government; (ii) all business organizations with which it may merge, join, or affiliate, now or in the future, and in any manner whatever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (iii) its parent organization (if any) or its present or future subsidiaries, associates, affiliates, or holding companies, and (iv) any organization or enterprise over which it has direct or indirect control (now or during the period of performance of this contract). The prior approval of the contracting officer is required before any work to be performed under this contract may be subcontracted to any of the organizations described in (ii), (iii) or (iv) above.

H.16.4.1.3 The contractor shall enter into a written agreement with the owner(s) of confidential, sensitive business, proprietary data, or trade secrets to which the contractor receives access, either directly during the course of performance of this contract or inadvertently, to protect the data from unauthorized use or disclosure as long as the data remains sensitive, confidential, or proprietary. Alternatively, the contractor will sign a NDA pursuant to the agreement between the owner of the data and the U.S. Government. The contractor will provide the contracting officer with copies of such written agreements in accordance with FAR 9.505-4 within 15 business days of execution.

H.16.4.1.4 The contractor agrees to protect the proprietary data and rights of other business concerns, obtained from any source directly or indirectly during the performance of this contract, with the same caution that a reasonable, prudent contractor would use to safeguard the contractors own proprietary data and rights. In addition, the contractor agrees not to utilize the data in supplying hardware or in performing services or studies on contracts which may be awarded by the Department of Defense on a competitive basis. The contractor agrees not to use proprietary data for any purpose other than that for which it was furnished.

H.16.4.1.5 Not withstanding paragraph H.16.4.1.4 above and any other provision herein, the protection and exclusion of the use of proprietary data shall be extended for so long as the data remains proprietary. However, such protection and exclusion shall not be in effect when the data is lawfully obtained by the contractor from some other sources without restriction.

H.16.4.1.5.1 The contractor shall not distribute confidential, proprietary, or sensitive data to any party without contracting officer approval. All proprietary data and any derivative shall be returned to the Government at the end of the period of performance of task orders issued hereunder.

H.16.4.1.5.2 Subcontracts: The contractor shall include the H.16.4.1 OCI provisions, including this paragraph, in subcontracts at any tier which involve access to information covered in H.16.4.1.4 above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "contractor" whenever the latter appears. When the provisions of this clause are

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 17 of 31</b>
	PIIN/SIIN W56HZV-14-R-0030	MOD/AMD 0003

**Name of Offeror or Contractor:**

included in a subcontract, the term "contracting officer" shall represent the head of the contracts office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the contracting officer for approval.

H.16.4.1.5.3 The contractor agrees to train its employees through formal training, company policy information directives and procedures, or by providing an awareness of the legal provisions of FAR Part 9, Subpart 9.5, so that each employee will understand the requirements pertaining to safeguarding information received under this contract from anyone other than the contractor's employees who have a need to know.

H.16.4.1.5.4 The contracting officer or his designated representatives shall have full access for inspection of the contractor's premises, policies, and records for the purpose of reviewing actions and programs undertaken by the contractor to safeguard all information derived or received from this contract so that full compliance with FAR Subpart 9.5 requirements is achieved.

H.16.4.1.5.5 The contractor shall not provide the services under the IDIQ SOW or task order level PWS if the contractor will analyze its own technologies or that of all organizations identified in H.16.4.1.2. In that situation, the contractor must notify the PCO of this conflict.

H.16.4.2 If the contractor believes that any of the exceptions identified within FAR 9.505 apply, it shall notify the PCO in writing and the PCO shall make a determination. If the PCO determines that the exception applies, then the OCI Mitigation Plan at paragraph H.16.4.1 shall not apply to the portion of any work performed by the contractor under this contract to which the exception applies.

H.16.5 OCI(s) Arising After Contract Award (Identified by the contractor). Should the contractor, during the performance of this contract, become aware of any OCI(s) beyond any identified in paragraph H.16.3 (which may result, for example, if the contractor receives one or more new contracts, whether as a prime contractor, a subcontractor, or as a partner or member of a teaming arrangement), the contractor agrees to:

H.16.5.1 Notify the PCO of the OCI, in writing, and;

H.16.5.2 Recommend to the Government a mitigation approach which would avoid the OCI entirely, or,

H.16.5.3 Submit an OCI mitigation plan for approval that:

H.16.5.3.1 Describes in detail the circumstance(s) that create the OCI; and

H.16.5.3.2 Outlines in detail the actions to be taken in the performance of the contract and/or task order (as applicable) to mitigate the OCI.

H.16.5.4 The Government reserves the right to reject a contractors proposed mitigation approach and an OCI mitigation plan if the PCO determines the proposed plan is not adequate.

H.16.5.5 If approved, the OCI mitigation plan (submitted IAW H.16.5.3) will be incorporated into this contract and task orders, as applicable, by subsequent bilateral modification. The Government reserves the right to review and monitor compliance with the OCI mitigation plan(s) as needed.

H.16.5.6 If the PCO finds that it is in the best interest of the Government to award a task order notwithstanding a conflict of interest, the contractor shall submit a request for waiver IAW FAR 9.503.

H.16.6 OCI(s) Arising After Contract Award (Identified by the Government). Should the Government, during the performance of this contract, identify any OCI(s) not previously identified and addressed per paragraph H.16.3, the PCO will:

H.16.6.1 Notify the contractor, in writing, of the relevant details, explaining how the OCI arose, and specifying the nature of the OCI; and

H.16.6.2 Require the contractor to propose a strategy to negate the OCI entirely or an OCI mitigation plan, as described above.

H.16.7 The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from any claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of third-party proprietary information marked with restrictive legends that was provided by the Government to the contractor by any person to whom the contractor subsequently released or disclosed the data.

**H.17 PHASE-IN AND/OR PHASE-OUT PERIOD**

To minimize any decrease(s) in productivity, and to prevent interruption to follow-on services, the contractor may be required to provide a phase-in and/or phase-out period for an individual task order. A separately priced CLIN will be provided in each TOR if required.

**Name of Offeror or Contractor:**

H.17.1 Phase-in: Types of phase-in related tasks that may be required at the task order level are: performing a transfer of property accountability or conducting an initial inventory of GFP.

H.17.2 Phase-out: Types of phase-out related tasks that may be required at the task order level are: agreeing to an observation period where management personnel of the incoming workforce may observe operations and performance methods of the incumbent contractor; submitting a detailed final inventory report; phase-out plan; and/or after action report.

**H.18 SERVICE CONTRACT ACT COMPLIANCE REQUIREMENT**

This contract is subject to the Service Contract Act (SCA), although the exact places of performance are not yet identified. Labor categories may vary based upon contractor employment policies and labor agreements. The contractor shall consult the Department of Labor (DoL) Website: <https://www.dol.gov> for wage determinations specific to a particular location, as appropriate. Additional information to assist in determining SCA applicability may be obtained by visiting: <https://www.dol.gov/esa/regs/compliance/whd/fairpay/main.htm>.

The contractor shall ensure the rates proposed for personnel subject to the SCA meet or exceed the corresponding minimum wages established by the DoL for the corresponding geographical region for contract performance. When the actual place of performance is identified in the task order, the contractor shall discount the ceiling rates from its Pricing Labor Matrix if deemed appropriate by the actual place of performance.

**H.19 DAVIS BACON ACT (DBA) COMPLIANCE**

In the course of this contract, performance may require labor applicable to the DBA. The contractor shall submit proposed rates on a task order basis, including the DBA labor descriptions and loaded labor rates under the DBA. The contractor shall ensure that the base rates proposed for personnel subject to the DBA meet or exceed the corresponding minimum wages established by the DoL for the corresponding region.

**H.20 HAZARDOUS DUTY/ISOLATION PAY**

In the event contractors must pay additional compensation to retain or obtain personnel to perform in a Hazard Duty location, the contractor shall be entitled to equitable compensation at rates set in accordance with the State Department guidelines. For the purposes of this contract, basic compensation is meant to be 40 hours per week, although OCONUS personnel may be required to work beyond the basic 40 hour work week. OCONUS premium pay may only be applied to basic compensation, up to the first 40 hour period of the OCONUS work week. Additionally, contractors may not combine Danger Pay with Difficult to Staff Incentive Differential if the total exceeds 35 percent of an employees basic compensation (limited to maximum 40 hours per week).\*\*\* If the need to pay the Hazardous Duty (Danger and Post Hardship)\*\*\* premium arises, the contractor shall promptly notify the Government, justify the request for Equitable Adjustment, and obtain PCO approval before an Equitable Adjustment in price will be made.

**H.21 INCORPORATION OF RATES AND LABOR DESCRIPTIONS**

All fully loaded labor rates (including profit/fee) shown on the KBS Pricing Labor Matrix (Attachment 0002) will be incorporated into the contract as ceiling rates for all contract types. The ceiling rates are for regular (non-overtime) CONUS labor and are subject to downward negotiation only. Ceiling prices will apply, unless an applicable Wage Determination increases beyond the ceiling; see H.2.1.4. The contractor shall account for all conceivable contingencies when developing its ceiling rates for each labor category listed in Attachment 0002.

These ceiling rates are applicable for all contract types. For CPFF, the maximum reimbursable amount per labor hour per labor category is the ceiling rate from Attachment 0002 minus the fixed fee dollars proposed for the task order, regardless if actual costs exceed that amount.

**H.22 ADDITION OF CLAUSES/PROVISIONS AT THE TASK ORDER LEVEL**

The contracting officer, at his/her discretion, may add additional clauses/provisions at the task order level. The contracting officer will include any such clauses/provisions in the TOR.

\*\*\* Changed as a result of Amendment 0003

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

**Name of Offeror or Contractor:**

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL PREPARATION INSTRUCTIONS

L.1.1 General: The offeror's proposal, subject to FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions", shall be submitted in the format set forth below. All information necessary for the review and evaluation of a proposal shall be contained in the proposal volumes set forth below. Section M of the solicitation sets forth the evaluation criteria and delineates the Factors and Subfactors to be evaluated and their relative order of importance.

L.1.1.1 Award Without Discussions: The offeror's proposal, as required by this section, will be evaluated as set forth in Section M of this solicitation. FAR 52.215-1 advises offerors that the Government intends to evaluate proposals and award contracts without discussions with offerors. Where awards will be made without discussions, exchanges with offerors are limited to "clarifications" as defined in FAR 15.306(a). Therefore, the offeror's initial proposal should contain its best terms from a cost/price and technical standpoint. However, under FAR 52.215-1, the Government reserves the right to hold discussions, if necessary. If the PCO determines that the number of proposals that would otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted, the PCO 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.

L.1.2 Proposal Content: The offeror's proposal shall be submitted in five separate volumes, as set forth below. Proposals shall not contain citations or links to other websites. All proposal information shall be in the English language. Proposals shall be submitted on standard 8.5 x 11 paper. Font size shall be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.\*\*\* The offeror shall number each page and provide an index/table of contents with each volume. Drawings and graphics included within the proposal that may be more appropriate to use larger paper may utilize no larger than 11 x 17 paper. The complete set of volumes shall be accompanied by a cover letter prepared on the company's letterhead. Each of the volumes shall be separated and labeled with full pagination. The proposal shall include a volume for each of the evaluation factors. The offeror's proposal shall be uploaded to the Army Single Face to Industry (ASFI) Bid Response System (BRS) website (in accordance with paragraph L.1.4), clearly labeled, with volumes divided as follows:

<u>Volume #</u>	<u>Volume Title</u>	<u>Page Suggestions</u>
Volume I:	Proposal Terms and Conditions	N/A
Volume II:	Experience Factor	15 pages
Volume III:	Technical Factor	20 pages
Volume IV:	Cost/Price Factor	N/A
Volume V:	Small Business Participation Factor	N/A

L.1.3 Submission Due Date And Time: The offeror's proposal shall be received at the web address set forth below no later than 12:00 p.m. Eastern Standard Time on Wednesday, September 3, 2014. The offeror shall ensure its proposal is received at the initial point of entry to the Government infrastructure (in this case, received through ASFI BRS) before the solicitation closing date and time. Offerors are cautioned that a proposal is not considered received until the final submission via ASFI BRS and a time stamped proposal summary is generated. NOTE: These actions are not instantaneous. Offerors should begin the file upload well in advance of the solicitation closing date and time to ensure that the entire proposal is received in time to be considered for award. If the ASFI BRS confirmation time stamp does not meet the solicitation closing date and time as indicated in this paragraph, pursuant to FAR 52.215-1, the proposal may be rejected as late.

L.1.4 Method of Submission: Proposals shall be submitted via the ASFI BRS web site: <https://acquisition.army.mil/asfi/>. NOTE: ASFI website has a 20\* Megabyte (Mb) maximum capacity for each file uploaded; refer to the information contained on the ACC-WRN Procurement Network Website (<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>) concerning how to submit electronic proposals. In addition, refer to paragraph L.2 regarding submission of Electronic Proposals. For the Price Factor Volume, spreadsheets shall be in a version provided for in paragraph L.2.4.

L.1.5 Proposal Submission Guidance: The offeror's proposal shall contain all pertinent representations, certifications, and the specified information required for evaluation of the proposal.

L.1.6 PCO: Offerors are encouraged to contact the PCO, Ms. Renee Collica, at [usarmy.detroit.acc.mbx.wrn-kbs@mail.mil](mailto:usarmy.detroit.acc.mbx.wrn-kbs@mail.mil), in order to request an explanation of any aspect of these instructions. The question-and-answer period for the KBS solicitation will close at 5:00 p.m. Eastern Standard Time on Tuesday, August 12, 2014.

L.1.7 All or None: Proposals in response to this solicitation shall be submitted for all the requirements identified in the solicitation. Proposals submitted for less than all the requirements called for by this solicitation will not be considered for award.

L.1.8 Extreme care and attention should be given to ensure that all required items are included in the proposal.

L.1.9 A representative task order will be utilized as part of the evaluation process in order to determine the MA IDIQ contractors under this RFP. Because offerors must submit a proposal for the NIE TOR in order to be eligible for award of a basic MA IDIQ KBS

**Name of Offeror or Contractor:**

contract, the NIE task order is not subject to a SBSA. All interested offerors must submit a proposal for the NIE task order with their KBS MA IDIQ proposal. Award of the NIE task order is subject to the provisions in L.3.8.1.

L.1.10 Proposals shall conform to the requirements of this solicitation. All offerors, including joint ventures (JVs), shall be limited to one proposal.

**L.2 NOTICE REGARDING ELECTRONIC PROPOSAL SUBMISSION**

L.2.1 Offerors shall submit the electronic copies of a proposal in accordance with clause 52.204-4016, "TACOM-Warren Electronic Contracting."

L.2.2 Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of server bandwidth, offerors may be required to submit their proposal in multiple uploads. It is critical that all offerors carefully and completely identify the volumes and attachments of its proposal. It is important to note that up to 10\* files can be uploaded at one time. The combined size of 10\* files cannot exceed 20Mb\*. Offerors should break attachments into smaller files or use the upload utility multiple times if files exceed the 20Mb size limit. Filenames must not contain single quotes, spaces, pound or percent signs. The offeror's computer must also be running updated virus protection. If the offeror's computer is not protected, please do not upload files. Uploading files with viruses may jeopardize your electronic bid submission.\*

L.2.3 Offerors are requested, to the maximum extent practical, not to provide attachments from multiple volumes within electronic transmission(s); each electronic transmission(s) should include attachments pertaining to only one volume.

L.2.4 Electronic Copies: Offerors shall submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following file types:

(a) Files in either Microsoft (MS) Windows Vista/MS Office 2007 or Office XP: Word, Excel, or PowerPoint. Spreadsheets shall be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(b) Files in Adobe Portable Document Format (PDF). Scanners should be set to 200 dots per inch.

(c) Files in Hypertext Markup Language (HTML). HTML documents shall not contain active links to live Internet sites or pages. All linked information shall be contained within the electronic proposal and be accessible offline.

L.2.5 FAR 15.207(c) identifies the steps the Government will take with regard to unreadable proposals. Offerors shall make every effort to ensure that a proposal is virus-free. Proposals (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in electronic transit, will be treated as "unreadable" as described above.

**L.3 VOLUME I - PROPOSAL TERMS & CONDITIONS**

In this Volume, offerors shall provide:

L.3.1 An electronic cover letter (letter of transmittal) which shall identify all enclosures being transmitted in the message.

L.3.1.1 A scanned image of the SF 33 solicitation cover page signed by a person authorized to bind the offeror. Blocks 12, 13, 14, 15A, 15B, 16, 17, and 18 of the SF 33 shall be filled in by the offeror.

L.3.2 One copy of this solicitation (Sections A-K) with all clauses and other fill-ins completed. System for Award Management (SAM) certifications need not be separately submitted.

L.3.3 An affirmative statement that the offeror proposes to meet all the requirements of Section C, or through the use of subcontractor(s).

L.3.4 A statement of agreement to all the terms, conditions, and provisions of this solicitation.

L.3.5 A statement asserting whether the offeror qualifies for the restricted pool based on NAICS Code 541330 (Engineering Services Except Military and Aerospace Equipment and Military Weapons; current size standard of \$38.5 million (M)).

L.3.6 A subcontracting plan (if the offeror is an Other-Than-Small-Business (OTSB)) in accordance with FAR 52.219-9.

L.3.7 Organizational Conflict of Interest (OCI) (Reference M.3.1.5)

L.3.7.1 The offeror shall provide an affirmative statement that 1) it agrees to the OCI mitigation strategy identified in paragraph H.16; and 2) it does not have an OCI as it applies to this solicitation. If the offeror thinks it has an actual or perceived OCI, see paragraph L.3.7.3 below.

**Name of Offeror or Contractor:**

L.3.7.2 The provisions of FAR Subpart 9.5, Organizational Conflict of Interest, apply to any award under this solicitation. Potential offerors should review current and planned participation in any other Government contract(s), subcontract(s), consulting, or teaming arrangement(s) where they may be in a position of actual or perceived bias or unfair competitive advantage.

L.3.7.3 Offerors shall disclose any potential OCI situation(s) as soon as identified, including prior to proposal submission. The disclosure shall include a statement of the facts and an analysis of how the facts create the actual or perceived conflict. The offeror shall recommend approach(es) to neutralize or mitigate the OCI. The preferred approach to potential conflicts is to avoid the conflict. Mitigation shall be considered only if it is not practical to avoid the conflict. The PCO will promptly respond to resolve any potential conflicts.

L.3.8 Because offerors and subcontractor(s) may handle or access classified information, all are required to either a) submit evidence that it possess a current, active (TOP SECRET or SECRET) Facility Clearance (FCL) that can be verified by the Government via the Joint Personnel Adjudication System (JPAS) database; or b) submit a Defense Security Agreement form (DD Form 441), signed by the offeror, which obligates the contractor and its subcontractors to comply with the security requirements of the National Industrial Security Program Operating Manual (DoD 5220.22-M). Offerors may visit the DSS website for more information as to what is required for submission to DSS: [http://www.dss.mil/isp/fac\\_clear/fac\\_clear\\_check.html](http://www.dss.mil/isp/fac_clear/fac_clear_check.html).

L.3.8.1 A FCL is not required for award of a MA IDIQ contract against the KBS contract suite. Only offerors with a current, active FCL will be eligible for award of the NIE task order. However, to be eligible for subsequent TOs under the KBS contract suite, all interested offerors must submit a proposal for the NIE TOR requirements. (Reference M.2.3)

L.3.9 Accounting System: In order to be considered for award of a MA IDIQ contract, the offeror shall provide evidence that it has an adequate financial management and accounting system and fund tracking procedures IAW FAR 16.301-3(a)(3). Providing evidence of an adequate accounting system is a matter of contract responsibility IAW FAR 9.103 and 9.104-1(e). The offeror shall complete and submit a Defense Audit Agency (DCAA) Preaward Survey of Prospective Contractor Accounting System Checklist ([http://www.dcaa.mil/checklist\\_and\\_tools.html](http://www.dcaa.mil/checklist_and_tools.html)) at the time of proposal submission. Offerors having applicable and current information from DCAA or DCMA shall also submit that documentation. (Reference M.3.1.6)

L.3.9.1 Offerors who have not had Accounting System Reviews by DCAA or Defense Contract Management Agency (DCMA) may, at the offeror's expense, submit information from an Independent Certified Public Accountant (CPA) verifying that the CPA audited the offeror's accounting system and that the offeror's accounting system complies with the requirements stated within the DCAA Contract Audit Manual (DCAAM) Chapter 5-202, Preaward Survey of a Prospective Contractor's Accounting System and Standard Form (SF) 1408, Preaward Survey of Prospective Contractor's Accounting System.

L.3.10 Joint Venture (JV): To be recognized as a JV as referenced in Section A.4.3 and eligible for award of a KBS MA IDIQ contract and subsequent task orders, the membership arrangements of the JV shall be identified and the company relationships fully disclosed in the offerors proposal IAW FAR 9.603. A copy of the agreement establishing the JV must contain the signatures of all of the members comprising the JV. (Reference M.2.4)

**L.4 VOLUME II - EXPERIENCE FACTOR**

The Government will only evaluate the experience of a prime offeror for the experience factor. Due to affiliation, all members of a JV are considered to be a single prime offeror. Therefore, the Government will evaluate the experience of all of the members of a JV under the experience factor. The Government will evaluate the experience of all members of a JV under the experience factor, even if a member is designated as a subcontractor in the JV legal agreement. The Government will not consider the experience of any proposed subcontractors that are not part of a JV legal agreement.

In this Volume, offerors shall provide:

L.4.1 A total of no more than two contracts for each of the areas identified in paragraphs L.4.1.2.1 and L.4.1.2.2, which are the most recent (as defined by paragraph L.4.1.1) and relevant (as defined by paragraph L.4.1.2) to the relevance considerations specified in paragraphs L.4.1.2.1 and L.4.1.2.2. For the purposes of this Volume, "contract" shall be defined as:

- (a) a single Government or Commercial contract; or,
- (b) a single task order placed under a single-award or multiple-award IDIQ task order contract (FAR 16.501-1); or,
- (c) a single task order placed under a federal supply schedule (FSS) (FAR 8.405-2); or,
- (d) a single order placed under a basic ordering agreement (BOA) (FAR 16.703); or,
- (e) a single task order placed under a single-award or multiple-award blanket purchase agreement (BPA) (FAR 8.405-3 or FAR 13.303).

L.4.1.1 Recent Contracts: Recent contracts are those performed within three years of the date of issuance of this solicitation.

**Name of Offeror or Contractor:**

L.4.1.2 Relevant Contracts: Relevant contracts are those which are similar in scope to the KBS solicitation requirement(s) described below in paragraphs L.4.1.2.1 and L.4.1.2.2. Where prior relevant experience is under a broader IDIQ, BPA, BOA, or FSS-type contract, the offeror shall not just cite the broader IDIQ, BPA, BOA, or FSS-type contract. Rather, the offeror shall include the specific individual task order(s), delivery order(s), or work directive(s) which it considers to be reflective of relevant prior experience. In accordance with paragraph L.4.1, each prior contract(s) identified by the offeror as being applicable will be evaluated based upon the extent to which prior experience described is relevant to the requirements of the KBS solicitation and SOW. If a prime offeror has relevant experience on a prior contract, either performed independently or as a member of a JV performing on the prior contract, the offeror shall provide supporting documentation to establish that he performed the work himself in order for the experience to be considered relevant. As stated in L.4, all members of a JV are considered to be a single prime offeror. If a JV prime offeror includes a member with relevant experience on a prior contract, either performed independently or as a member of a JV performing on the prior contract, the offeror shall provide supporting documentation to establish that the member actually performed the work in order for the experience to be considered relevant.

Specifically, the extent of relevant experience with the following solicitation requirements will be assessed by the Government as follows:

L.4.1.2.1 Service contracts performed as the prime contractor which included contractor team arrangement(s) (CTAs) (as defined by FAR 9.601\*) of at least three other organizations, not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations.\* Include detail discussing the type and portion of work performed by each firm to accomplish the tasks relevant to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7.

L.4.1.2.2 Service contracts performed either as the prime contractor or subcontractor that required simultaneous deployment and management of at least six individuals to at least three separate OCONUS locations (in any combination). For this solicitation, management of deployed individuals' includes the pre-deployment recruitment, training, and processing in and out of the National Deployment Center (or equivalent), and ensuring deployed personnel accomplished the mission once deployed.

L.4.2 For each of the recent/relevant contracts identified per paragraph L.4.1, the offeror shall provide the following information within the KBS Experience Matrix/Narrative (Attachment 0003):

L.4.2.1 Contract number; per paragraph L.4.1.2;

L.4.2.2 Contract type (e.g., firm-fixed-price, time-and-materials);

L.4.2.3 Performance period (e.g., date contract cited in L.4.2.1 was awarded and date it did/will end);

L.4.2.4 Government or commercial contracting activity's mailing address, telephone number, and e-mail address;

L.4.2.5 For Government contract examples, provide the PCO's and Administrative Contracting Officer's (ACO's) name, telephone number and e-mail address. In the event a commercial contract example is cited, the name, telephone number and e-mail address of a commercial entity's representative that has knowledge of the offeror's cited example;

L.4.2.6 Government or commercial contracting activity technical representative (e.g., Contracting Officer's Representative), name, telephone number and e-mail address;

L.4.2.7 Copies (excerpts) of all SOW/PWS paragraph(s) from the contract(s) cited per paragraph L.4.2.1 describing experience corresponding to the relevance considerations cited in paragraphs L.4.1.2.1 and L.4.1.2.2; and

L.4.2.8 A discussion of specific similarities between the contract SOW/PWS paragraphs provided as required by paragraph L.4.2.7 and corresponding to the relevance considerations cited in paragraphs L.4.1.2.1 and L.4.1.2.2.

Failure to provide the information requested under paragraph L.4.2 may result in an assessment that the referenced prior experience lacks relevance or recency.

L.4.3 Experience Information: It is the offeror's responsibility to submit detailed and complete information and supporting documentation as required so the Government may conduct the evaluation of its experience proposal. The Government is not obligated to make another request for the required information. Offerors are advised that the Government may contact any of the references the offeror provides, may contact other third parties for experience information, and/or may contact internal Government or private sources with knowledge of the experience cited in the offeror's proposal to validate or gain a better understanding of the relevance of the offeror's proposed experience. The Government's decision to consider external data does not relieve the offeror of the responsibility to provide thorough and complete experience information.

L.4.4 Cross-Reference Matrix: In addition to populating the KBS Experience Matrix/Narrative (Attachment 0003) required by paragraph L.4.2, the offeror shall also complete the KBS Cross-Reference Matrix (Attachment 0004). The offeror shall populate the yellow-shaded cells by citing up to two prior contracts for each of the areas identified in L.4.1.2 and assigning a corresponding relevance level,

**Name of Offeror or Contractor:**

based on the relevance definitions provided within Attachment 0004. The offeror's cited contracts should reflect the types of experience the Government will be using for evaluation purposes, as identified in paragraphs L.4.1.2.1 and L.4.1.2.2.

**L.5 VOLUME III - TECHNICAL FACTOR**

L.5.1 The offeror shall provide its technical approach to perform the NIE task order. The offeror's proposal shall detail its proposed approach to achieve successful performance of this task order. Specifically, the proposal shall address the following:

L.5.1.1 An analysis of the NIE PWS (Attachment 0010) and discussion of the key success drivers and risks associated with performance and the proposed phase-in schedule, to include milestones and dates, for successfully achieving task order requirements and objectives. Additionally, offerors shall discuss how cost efficiencies will be realized during the performance period of the NIE PWS (Attachment 0010) to reduce costs and avoid cost overruns.

L.5.1.2 Based on the analysis of the NIE PWS (Attachment 0010), discuss the specific technical approach proposed, to include identification of necessary tasks, labor categories, and details on how the offeror proposes to perform the requirements of the NIE PWS (Attachment 0010).

**L.6 VOLUME IV - COST/PRICE FACTOR**

L.6.1 General Information: Cost/price factor volume proposals shall be submitted as follows:

L.6.1.1 Proposal Structure: The cost/price factor volume shall include data to support the reasonableness of the proposed amounts. Sufficient detail shall be included to allow the Government to evaluate the offeror's cost/price proposal for Cost Realism at the task order level. The offeror shall show complete development of the elements of its cost/price proposal. The Government may consult with DCAA or DCMA for cost verification. Offerors may submit any other additional cost/price and financial information considered to be helpful in the Government's evaluation of the cost/price proposal.

L.6.1.2 The Government may use other resources in the evaluation of the cost/price factor volume. In addition to the information identified below, the Government reserves the right to request additional data or a more detailed price breakdown to support a determination of reasonableness.

L.6.1.3 Electronic Submission: All spreadsheets shall be in the format provided for in paragraph L.1.2 and L.2.4 and shall include all formulas. Print image is not acceptable. Supporting information in Excel may be provided as a separate file or as added tabs to the KBS Prime Proposal Summary File - NIE (Attachment 0012). The offeror shall provide its supporting narrative, if necessary, in Microsoft Word format (but not Word version 2.0).

L.6.1.4 Proposed elements of cost and applicable profit are to be stated in United States (U.S.) dollars only. The offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.

L.6.2 The cost/price factor volume shall include the following:

L.6.2.1 KBS Pricing Labor Matrix (Attachment 0002): MA IDIQ Contract Ceiling Rates.

L.6.2.1.1 The offeror shall fill in all proposed fully loaded labor rates (to include profit/fee) directly in the KBS Pricing Labor Matrix (Attachment 0002) in accordance with the instructions detailed within said attachment. These rates will become the ceiling rates for all future task orders awarded under the KBS contract suite. Ceiling rates will cap the total cost per labor hour to the Government, per labor category, regardless of the contract type or whether the proposed labor is performed by the prime contractor or subcontractor or at an on-site or off-site location. In cases where subcontracted labor is used, ceiling rates include the subcontractor rate plus all applicable prime contractor indirect rates plus applicable prime contractor profit or fee.

L.6.2.1.2 The offeror shall ensure that the rates proposed for all of the labor categories subject to the Service Contract Act (SCA) comply with the minimums specified by the applicable Department of Labor (DoL) Wage Determination.

L.6.2.2 NIE Task Order: The offeror shall prepare its cost/price factor volume consistent with the NIE task order technical proposal provided under the Technical Factor; see paragraph L.5.

L.6.2.2.1 Offeror's Format Spreadsheets: The offeror shall provide spreadsheets, in accordance with its own accounting practices, as added tabs to the KBS Prime Proposal Summary File - NIE (Attachment 0012) or as a separate Excel file showing the proposed costs for each CLIN (as defined in Section B of the TOR). Each spreadsheet shall be organized by cost element (e.g., Direct Labor, Subcontracts, Material, Other Direct Costs, Overhead/Indirect, Fee, etc.) time phased by quarter and sub-totaled by calendar year.

L.6.2.2.1.1 Direct Labor: Costs for direct labor shall include the following:

(a) The offeror shall propose labor rates in accordance with the Government provided performance location estimates within Attachment 0010. The performance location estimates provided within Attachment 0010 are for proposal evaluation purposes only. The

**Name of Offeror or Contractor:**

offeror shall provide the methodology of the proposed direct labor rate to demonstrate the makeup of any composite direct rate (i.e., several individual rates by location and associated weightings used to build a composite rate). The Offeror shall also provide the source (Economic Research Institute (ERI), Bureau of Labor Statics (BLS), Payscale, Salary.com, and etc.) used to determine the proposed direct labor rates are reasonable.

(b) a quarterly time-phased breakout of the direct labor hours, by labor category (cost element) appropriate to the offeror's accounting system.

(c) the labor rate for each category of direct labor, including the basis for the rate and any escalation used, and

(d) the direct labor cost (dollars).

L.6.2.2.1.2 Travel: These amounts shall be consistent with material, ODC, and travel amounts specified in the KBS Prime Proposal Summary File - NIE (Attachment 0012).

L.6.2.2.1.3 Subcontracts.

(a) a quarterly time-phased breakout of the subcontract costs, by subcontractor.

(b) The offeror shall provide support for the reasonableness of each proposed subcontractor labor rate such as quotations or recent purchase orders. If the subcontracted labor is to be contracted on a cost plus fixed fee basis, provide both the estimated cost and the fixed fee arrangement separate. The offeror shall also provide a narrative demonstrating that the cost of any subcontracted labor intended to be procured on a cost type contract realistically reflects the subcontractor's proposed effort to meet program requirements and objectives.

L.6.2.2.1.4 Rates: Show the quarterly time-phased application of the proposed direct and indirect rates.

L.6.2.2.1.5 Facilities Capital Cost of Money (FCCM): The offeror shall show the quarterly time-phased application of the proposed FCCM rates. The offeror shall identify the Treasury Rate used to develop the amount.

L.6.2.2.1.6 Fee: The offeror shall show the quarterly time-phased application of the proposed fee. The offeror shall state the fee rate and the estimated total dollar amount included.

L.6.2.2.1.7 The offeror shall provide a list of the direct and indirect rates, by category and by year, used in the development of its proposal. Include, if applicable:

(a) The date of the current Cost Accounting Standards Board (CASB) Disclosure Statement;

(b) The effective date of the rates or the data that formed the basis for the rates (e.g., the date of the burden study analysis or payroll run, etc.);

(c) A narrative explaining the basis for the estimated rates. Specifically identify any escalation factors used;

(d) State whether the proposed rates represent a Forward Pricing Rate Submission (FPRS) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement. If these rates represent a Forward Pricing Rate Proposal (FPRP) the offeror shall also provide the supporting pool and base information;

(e) State whether or not the business volume that would be generated if a task order was awarded to your firm as a result of this solicitation has been included in the proposed rate package;

(f) The ending month of the offeror's fiscal year;

(g) For each of the rate categories, the offeror shall provide both the prior and current fiscal years Incurred Cost rates. Indicate if the prior year rates have been audited. For the current year's Incurred Cost rates provide the month ending for those rates.

L.6.2.2.2 U.S. Government Format Spreadsheets: The elements addressed below in (a) thru (f) will be entered into the KBS Prime Proposal Summary File - NIE (Attachment 0012):

(a) The offeror shall provide the proposed breakout of Government provided total labor hours between prime and subcontractor for each of the Government provided labor categories.

(b) The offeror shall provide the proposed base labor rate for each proposed labor hour category.

(c) The offeror shall provide associated burdens, if any, on the proposed direct labor costs.

**Name of Offeror or Contractor:**

(d) The Government has provided estimated dollars for travel. The offeror shall provide associated burdens, if any, on the Government provided travel for the NIE task order.

(e) The offeror shall provide the proposed FCCM and/or General and Administrative (G&A) rate, if applicable.

(f) The offeror shall provide the proposed fee.

L.6.2.2.3 Roadmap: The offeror shall provide a roadmap from the Offeror's Format Spreadsheets (L.6.2.2.1) to the U.S. Government Format Spreadsheet (L.6.2.2.2) within the KBS Prime Proposal Summary File - NIE (Attachment 0012).

**L.7 VOLUME V - SMALL BUSINESS PARTICIPATION (SBP) FACTOR****L.7.1 SBP Factor Volume**

L.7.1.1 Application: The SBP factor volume submission instructions apply to every offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters.

**L.7.1.2 Definitions:**

(a) "Affiliate" is defined in 13 CFR 121.103.

(b) "Alaskan Native Corporation" is defined in FAR 19.701 as any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, JVs, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

(c) "Contractor team arrangements (CTAs)" are defined in FAR 9.601(1) and include partnerships, JVs, and prime and subcontractor relationships.

(d) "Indian Tribe" is defined in FAR 19.701 as any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

(e) "Other-Than-Small-Business" is any entity that is not a U.S. SB concern, including, but not limited to large businesses, educational institutions, non-profits, government entities, and foreign firms.

(f) "Small Business Teaming Arrangements (SBTA)" are defined in 13 CFR 125.1 and include JVs and prime and subcontractor relationships.

(g) "Subcontract" is defined in FAR 19.701 as any agreement (other than one involving an employer-employee relationship) entered into by a Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract, contract modifications, or subcontract.

(h) "U.S. small business concerns" are defined in FAR 19 and DFARS 19. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), and service disabled veteran-owned small businesses (SDVOSBs).

L.7.1.3 Small Business Participation Factor Workbook (Attachment 0005) and Small Business Participation Factor Workbook Instructions (Attachment 0006):

(a) All offerors, including offerors who are themselves U.S. SB concerns for the NAICS code assigned to this requirement, are required to complete the Small Business Participation Factor Workbook (Attachment 0005), using the detailed Small Business Participation Factor Workbook Instructions (Attachment 0006).

(b) An offeror shall fill out the Small Business Participation Factor Workbook (Attachment 0005) with goals for this solicitation specifically, even if it is an OTSB submitting a Comprehensive Subcontracting Plan.

(c) The Small Business Participation Factor Workbook (Attachment 0005) shall be submitted in the Microsoft Excel workbook format with all tabs, formulas, and functions that are built into the template in the solicitation. Print image files or pictures (for example, a picture of an Excel spreadsheet embedded in a Word document) or files containing only values are not acceptable.

(d) Small Business Participation Factor Workbook (Attachment 0005) Fill-in Tabs ("Prime \$", "Sub \$", "SB Prime List", and "SB Sub

**Name of Offeror or Contractor:**

List"): When filling in these tabs in the Workbook, the offeror shall include in the dollars for prime contractor participation and subcontractor participation the proposed amounts for all of the Basic CLINs and all of the Option CLINs identified in the KBS Prime Proposal Summary File - NIE (Attachment 0012).

(e) Small Business Participation Factor Workbook (Attachment 0005) Automatic Tabs (i.e., "Con" and "Rollup"): These tabs in the Workbook are filled in automatically based on the information the offeror filled in on the other four tabs. During its evaluation of the proposal, the Government will check for consistency. Therefore, the offeror shall use these tabs to check for consistency within the Small Business Participation Factor Submittal and between the Small Business Participation Factor Submittal and other parts of the proposal including the Subcontracting Plan and the offeror's other factor volumes.

L.7.1.4 Narrative: If the offeror has a CTA, the offeror shall submit a very brief introductory narrative that explains the arrangement. If any offeror has any other need to clarify or explain anything in the SBP factor volume, the information can be included in this narrative.

L.7.1.5 Signature Requirement for Proposed Subcontracts: The Small Business Administration (SBA) Dynamic Small Business Search (DSBS) Database is the official source for the SBA certified designations of 8(a), 8(a) JV, and HUBZone SB. The government may use this system to verify any SBA certifications of the prime and subcontractors. The government may also use the System for Award Management (SAM) to verify size, ownership, and any other information provided about the prime and subcontractors listed in the proposal. According to 13 CFR 121.411(b) the offeror cannot require subcontractors to use SAM. For any subcontractor listed in the proposal that is not registered in SAM, the offeror shall provide, in accordance with 13 CFR 121.411(f), a certification from that subcontractor verifying its SB size and socioeconomic status. This certification shall contain, on the same page as the size and status claimed, a signature from an official authorized to sign on behalf of the subcontractor.

L.7.1.6 Other Resources/Additional Data: In addition to the data submitted by the offeror, and the data found in the Government systems specifically referenced throughout paragraph L.7, the Government may use other resources to evaluate the offeror's SBP Factor submittal. The Government reserves the right, during clarification or discussion under FAR 15.306, to request additional data to support its assessment.

L.7.1.7 What Counts Toward an Offeror's proposed SBP Factor Goals: The offeror's extent of small business participation in each small business category will be calculated automatically on the "Roll-up" tab in the Small Business Participation Factor Workbook (Attachment 0005). The embedded formula takes the Dollars for portion of work to be performed by Small Business Prime' and adds it to the Dollars for portion of work to be performed by First Tier Small Business Subcontractors', then divides the sum by the Total Contract Amount', and multiplies the result by 100 to obtain the percentage. The Total Contract Amount' is defined as the Total Proposed Amount for all of the Basic CLINs and all of the Option CLINs identified in the KBS Prime Proposal Summary File - NIE (Attachment 0012).

(a) The following count toward an OTSB offeror's proposed SBP factor goals:

(1) The dollars for first-tier SB subcontracts.

(2) The dollars for first-tier SB subcontracts of first-tier affiliates for work related to the contract. For purposes of this SBP factor and the subcontracting plan, first-tier affiliates are considered part of the prime.

(3) The dollars for first-tier SB subcontracts of JV members for work related to the contract.

(4) The dollars the offeror has been designated to receive as a SB and SDB credit from an Alaskan Native Corporation (ANC) or Indian Tribe subcontract at first or lower tiers.

(b) The following count toward a SB offeror's proposed SBP factor goals:

(1) The dollars for the portion of the work to be performed as a SB prime.

(2) The dollars for first-tier SB subcontracts.

(3) The dollars for first-tier SB subcontracts of first-tier affiliates for work related to the contract. For purposes of this SBP factor, first-tier affiliates are considered part of the prime.

(4) The dollars for the portion of work to be performed as a small business JV prime. This includes any separate legal entity as well as the JV members.

(5) The dollars for first-tier SB subcontracts of JV members for work related to the contract.

L.7.1.8 Differences between the SB Subcontracting Plan and SBP Factor:

(a) The Small Business Subcontracting Plan:

**Name of Offeror or Contractor:**

(1) is not required of SBs.

(2) is developed and submitted in accordance with FAR 52.219-9, "Small Business Subcontracting Plan" and its ALT II and DFARS 252.219-7003 incorporated by reference in Section I (or DFARS 252.219-7004 if the offeror has a comprehensive subcontracting plan) and TACOM Clause 52.219-4004 in Section L.

(3) is evaluated in accordance with the FAR, DFARS, and AFARS.

(4) has goals that are expressed as a percentage of Total Subcontracting Amount' for all of the Basic CLINs and all of the Option CLINs identified in the KBS Prime Proposal Summary File - NIE (Attachment 0012).

(5) has goals broken out for the basic and each option period(s) separately.

(b) The SBP Factor:

(1) is required of all offerors, including SBs.

(2) is developed and submitted in accordance with this Section L clause.

(3) is evaluated in accordance with Section M.

(4) has goals that are expressed as a percentage of Total Contract Amount' defined as the Total Proposed Amount for all of the Basic CLINs and all of the Option CLINs identified in the KBS Prime Proposal Summary File - NIE (Attachment 0012).

(5) has goals which are not broken out for the basic and each option period(s) separately.

**L.8 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

52.204-7 System for Award Management (JUL 2013)  
52.214-34 Submission of Offers in the English Language (APR 1991)  
52.214-35 Submission of Offers in U.S. Currency (APR 1991)  
52.215-1 Instructions to Offerors - Competitive Acquisition (JAN 2004)  
52.215-16 Facilities Capital Cost of Money (JUN 2003)  
52.215-20 Requirements for Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (OCT 2010) - Alternate IV (OCT 2010)  
52.215-22 Limitations on Pass-Through Charges - Identification of Subcontract Effort (OCT 2009)  
52.222-24 Preaward On-Site Equal Opportunity Compliance Review (FEB 1999)  
52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993)  
52.237-10 Identification of Uncompensated Overtime (OCT 1997)

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2)**

252.215-7008 Only One Offer (OCT 2013)  
252.225-7003 Report of Intended Performance Outside the United States and Canada - Submission with Offer (OCT 2010)

**L.9 ADDITION OF CLAUSES/PROVISIONS AT THE TASK ORDER LEVEL**

The contracting officer, at his/her discretion, may add additional clauses/provisions at the task order level. The contracting officer will include any such clauses/provisions in the task order request.

\* Changed as a result of Amendment 0001

\*\*\* Changed as a result of Amendment 0003

\*\*\* END OF NARRATIVE L0001 \*\*\*

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 The Government plans to award approximately 13 multiple-award indefinite-delivery, indefinite-quantity (MA IDIQ) contracts as a result of this solicitation which may consist of eight contract awards to small businesses (SBs) and five contract awards to other-than-small-businesses (OTSBs) that provide the Best Value to the Government when evaluated in accordance with the criteria described below, and subject to the provisions contained herein. SBs are eligible to compete for award of task orders set aside for SB concerns (restricted pool) and to compete for task orders to be awarded via full-and-open competition (full and open pool). OTSBs are eligible to compete for task orders to be awarded via full and open competition (full and open pool). See paragraph M.1.1.1 for definitions of the restricted pool and the full and open pool. The Government reserves the right to award more or less than 13 MA IDIQ contracts. Additionally, the Government reserves the right to make no award(s) as a result of this solicitation.

The evaluation of proposals submitted in response to this solicitation will be conducted on a Best Value basis using source selection trade off procedures. The source selection authority (SSA) will weigh the merits of the non-cost/price factors against the total evaluated cost/price of the task order in arriving at the final source selection decision. As part of the Best Value determination, the relative strengths versus weaknesses and associated risks of each offeror's proposal in the non-cost/price factors, as well as the total evaluated cost/price of the Network Integration Exercise (NIE) task order, will be considered in selecting the proposals that are most advantageous and represent the Best Value to the Government. In addition, in order to receive an MA IDIQ contract award, all labor rates proposed by the offeror within the KBS Pricing Labor Matrix (Attachment 0002) must be deemed reasonable by the Government. This may result in MA IDIQ contract awards to the offeror(s) whose proposals do not necessarily represent the lowest total evaluated cost/price.

M.1.1.1 The Government will evaluate proposals at the MA IDIQ contract level within two separate pools: 1) a restricted pool and 2) a full and open pool. The restricted pool will contain all offerors who certify as a SB under North American Industry Classification System (NAICS) code 541330, Engineering Services (except Military and Aerospace Equipment and Military Weapons). The full and open pool will contain all offerors who do not qualify for the restricted pool.

M.1.2 Selection of the successful offeror(s) will be made following an assessment of each proposal against the requirements described herein and the criteria set forth in M.4.

M.2 GENERAL

M.2.1 The Government intends to make multiple awards that represent the Best Value to the Government, to those offerors who satisfy all of the responsibility criteria set forth in FAR 9.104.

M.2.2 The Government reserves the right to discuss any information submitted by an offeror relating to provision L.3.7, "Organizational Conflict of Interest (OCI)". The contracting officer may initiate such dialogue at any time during the evaluation of proposals.

M.2.3 The Government reserves the right to discuss any information submitted by an offeror relating to Facility Clearances (FCLs). The contracting officer may initiate such dialogue at any time during the evaluation of proposals. Offerors unable to provide verification of a current, active FCL will not be considered for award of the NIE task order, but may still be awarded a MA IDIQ contract. (Reference L.3.8.1)

M.2.4 The Government reserves the right to discuss any information submitted by an offeror relating to provision L.3.10, "Joint Venture" (JV). The contracting officer may initiate such dialogue at any time during the evaluation of proposals. Offerors proposing under a JV that fail to provide verification of an established JV will not be treated as a JV and may be rejected in accordance with M.3.1.2.

M.3 REJECTION OF OFFERS

M.3.1 Offerors shall carefully read and provide all the information requested in Section L, Instructions, Conditions, and Notices to Offerors. If there are parts of Section L that an offeror does not understand, the offeror shall request written clarification from the contracting officer before the closing date of this solicitation. Reference L.1.6. In accordance with Federal Acquisition Regulation (FAR) 52.215-1, Instructions to Offerors - Competitive Acquisition, the Government may reject any or all proposals if such action is in the Government's interests.

M.3.1.2 The Government may reject any offeror's proposal that fails to meaningfully comply with the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of when an offeror's proposal fails to meaningfully comply include:

M.3.1.2.1 When an offeror's proposal merely offers to perform work according to the solicitation terms or fails to present more than a statement indicating its capability to comply with the solicitation terms and does not provide support and elaboration as specified in Section L of this solicitation.

M.3.1.2.2 When an offeror's proposal fails to provide any of the data and information required in Section L.

**Name of Offeror or Contractor:**

M.3.1.2.3 When an offeror's proposal provides some data and information, but omits significant material data and information required in Section L.

M.3.1.2.4 When an offeror's proposal merely repeats the contract's SOW/PWS without elaboration.

M.3.1.3 The Government may reject any offeror's proposal that offers a service that does not meet all stated material requirements of the solicitation.

M.3.1.4 The Government may reject any offeror's proposal that takes exception(s) to the attachments, exhibits, enclosures, or other solicitation terms and conditions.

M.3.1.5 The Government may reject any offeror's proposal that contains one or more Organizational Conflicts of Interest (OCIs) for which sufficient negation or mitigation has not been proposed. Refer to Section L paragraph L.3.7 of this solicitation, "Organizational Conflict of Interest."

M.3.1.6 The Government may reject any offeror who does not have an adequate accounting system prior to award IAW L.3.9.

**M.3.2 SOURCE SELECTION AUTHORITY**

The SSA is the official designated to direct the source selection process and select the offeror(s) for contract award.

**M.3.3 SOURCE SELECTION EVALUATION BOARD (SSEB)**

A SSEB has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria for this solicitation. Careful, full and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

**M.3.4 RESPONSIBILITY**

M.3.4.1 Determination of Responsibility and Eligibility for Award: Per FAR 9.103, contracts will be placed only with contractors that the PCO determines to be responsible. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104. No award will be made to an offeror who has been determined to be not responsible by the PCO. To verify each offeror meets the responsibility criteria contained in FAR 9.1, the Government reserves the right to request additional information, to include, but not limited to the following:

M.3.4.1.1 A Pre-Award Survey on any or all offerors;

M.3.4.1.2 Technical and/or financial information to include verification of an adequate accounting system in accordance with L.3.9. Failure to provide the requested information within seven business days from the date the request was received, may result in a determination the offeror is not responsible; and/or

M.3.4.1.3 Authorization to visit the offeror's facility. An offeror's refusal to authorize the Government to visit the contractor's facility may result in a determination the offeror is not responsible. If the Government visits the offeror's facility, the offeror shall ensure that it has current data relevant to its proposal available for the Government to review.

**M.3.5 IMPORTANCE OF COST/PRICE FACTOR**

The Best Value to the government may not necessarily be the offeror(s) with the lowest evaluated cost/price. However, the closer the evaluations of the offerors are in the non-cost/price factors, the more important cost/price becomes in the decision. Notwithstanding the relative order of importance of the evaluation factors as stated within paragraph M.4.3, cost/price may be controlling when:

M.3.5.1 Proposals are considered approximately equal in non-cost/price factors; or

M.3.5.2 An otherwise superior proposal is unaffordable; or

M.3.5.3 The advantages of a higher rated, higher cost/price proposal are not considered to be worth the cost/price premium.

**M.4 TRADEOFF PROCESS EVALUATION FACTORS AND RELATIVE IMPORTANCE**

M.4.1 Selection of successful offerors will be made following an assessment of each proposal, based on the response to the information called for in Section L and against the solicitation requirements and the evaluation criteria described in Section M. The Government will evaluate proposals as specified herein. Each evaluation will include narrative support for the evaluation conclusions under each factor.

**Name of Offeror or Contractor:**

M.4.2 The Government will assess each offeror on four Factors: (1) Experience; (2) Technical, (3) Cost/Price, and (4) Small Business Participation (SBP).

M.4.3 The experience factor is more important than the technical factor. The technical factor is slightly more important than the cost/price factor. The cost/price factor is slightly more important than the SBP factor. The non-cost/price factors, when combined, are significantly more important than the cost/price factor.

M.5 EVALUATION OF VOLUME II - EXPERIENCE FACTOR (reference the proposal information required to be submitted in response to L.4)

M.5.1 The Government will assess the risk that the offeror will successfully perform the required effort. This assessment will result in the application of a Confidence Rating which will be based upon the extent to which recent prior experience described is relevant to the following solicitation requirements:

M.5.1.1 Service contracts performed either as the prime contractor that involved contractor team arrangement(s) (as defined by FAR 9.601) with at least three other organizations not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations.\*\* Include detail discussing the type and portion of work performed by each firm to accomplish tasks relevant to the KBS SOW key tasks set forth in paragraphs C.4.1-C.4.7.

M.5.1.2 Service contracts performed either as the prime contractor or subcontractor that required simultaneous deployment and management of at least six individuals to at least three separate OCONUS locations (in any combination). For this solicitation, management of deployed individuals' includes the pre-deployment recruitment, training, and processing in and out of the National Deployment Center (or equivalent), and ensuring deployed personnel accomplished the mission once deployed.

M.5.2 Even where the offeror's proposal identifies experience for itself, the Government will consider whether the benefits of the cited experience are reasonably likely to be employed/realized should the offeror subsequently be awarded an IDIQ contract.

M.6 EVALUATION OF VOLUME III - TECHNICAL FACTOR (reference the proposal information required to be submitted in response to L.5)

M.6.1 This factor will be evaluated to assess the risk that the offeror's proposed approach will meet the schedule and performance requirements of the NIE task order through effective and detailed planning as follows:

M.6.1.1 The Government will evaluate the offeror's analysis and discussion of key success drivers and risks of the NIE PWS (Attachment 0010) in the areas of performance, schedule, and cost efficiencies, to assess the proposal risk probability that the offeror will successfully achieve task order requirements and objectives.

M.6.1.2 Based on the offeror's analysis of the NIE PWS (Attachment 0010), the Government will: (1) evaluate the extent to which the offeror identified specific and necessary tasks required for the completion of the task order requirements along with a detailed and reasonable explanation of the proposed approach for executing those tasks; and (2) assess the risk the offeror's proposed technical approach will result in timely completion of the NIE task order requirements.

M.7 EVALUATION OF VOLUME IV - COST/PRICE FACTOR (reference the proposal information required to be submitted in response to L.6)

M.7.1 The cost/price factor volume evaluation will include consideration of the reasonableness, as defined in paragraph M.7.3, of each of the proposed fully loaded labor rates (to include profit/fee) in the KBS Pricing Labor Matrix (Attachment 0002) for the MA IDIQ contract.

M.7.2 The cost/price factor volume evaluation will also consider the total evaluated cost/price to the Government, as derived from the KBS Prime Proposal Summary File - NIE (Attachment 0012), to accomplish the technical approach for the NIE task order. The assessment of the total evaluated cost/price will include consideration of the reasonableness of both the FFP CLIN and CPPF CLIN, as defined in paragraph M.7.3, and realism of the CPPF CLIN, as defined in paragraph M.7.4, of the proposed cost/price.

M.7.3 Reasonableness: A cost/price is considered reasonable if it does not exceed what would be incurred by a prudent person in the conduct of competitive business.

M.7.4 Cost Realism: The Government will evaluate cost realism by independently reviewing and evaluating the specific elements of the offeror's proposed cost estimate to determine whether the cost realistically reflects the offeror's proposed approach to meet program requirements and objectives. The result of the cost realism evaluation will be a determination of the most probable cost to the Government (which consists of cost and fee). The most probable cost will be determined by adjusting the offeror's proposed cost to reflect any additions or reductions to cost elements to realistic levels based on the results of the cost realism analysis.

M.7.5 The Government will assess the proposed fully loaded labor rates in the KBS Pricing Labor Matrix (Attachment 0002) and the total evaluated cost/price from the KBS Prime Proposal Summary File - NIE (Attachment 0012) using one or more of the price and cost analysis techniques and procedures identified in FAR 15.404-1. The KBS Pricing Labor Matrix (Attachment 0002) will only be evaluated for cost reasonableness. The KBS Prime Proposal Summary File - NIE (Attachment 0012) will be evaluated to determine both cost reasonableness and cost realism.\*

**Name of Offeror or Contractor:**

M.8 EVALUATION OF VOLUME V - SBP FACTOR (reference the proposal information required to be submitted in response to L.7)

M.8.1 The SBP Factor evaluation will consist of the following:

M.8.1.1 An assessment of the extent of the offeror's proposed levels of participation by SB concerns compared against the Government's goals for SBs in the categories listed below for this solicitation and expressed as a percentage of 'Total Contract Amount'. The term 'Total Contract Amount' is defined as the total proposed amount for all of the Basic CLINs and all of the Option CLINs identified in the KBS Prime Proposal Summary File - NIE (Attachment 0012).

- 15% for SB
- 2% for Small Disadvantaged Business (SDB)
- 2% for Woman Owned Small Business (WOSB)
- 1% for Historically Underutilized Business Zone Small Business (HUBZone SB)
- 1% for Veteran Owned Small Business (VOSB)
- 1% for Service-Disabled Veteran-Owned Small Business (SDVOSB)

M.8.1.2 An assessment of the probability that the offeror will achieve the proposed levels, or the risk the offeror will not achieve the proposed levels, during performance of the contract. The assessment of probability or risk is against the offeror's proposed goals and not the Government's goals listed above for the solicitation. If the offeror is awarded the contract, the offeror's proposed goals will be incorporated into the contract and will be the goals against which performance will be measured. If the awardee is an OTSB, the proposed goals will be incorporated via the Small Business Subcontracting Plan goals, which shall be consistent with the goals proposed for the Small Business Participation Factor.

M.9 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None Incorporated by Reference.

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2)

None Incorporated by Reference.

M.10 ADDITION OF CLAUSES/PROVISIONS AT THE TASK ORDER LEVEL

The contracting officer, at his/her discretion, may add additional clauses/provisions at the task order level. The contracting officer will include any such clauses/provisions in the task order request.

\* Changed as a result of Amendment 0001

\*\* Changed as a result of Amendment 0002

\*\*\* END OF NARRATIVE M0001 \*\*\*