

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page of Pages 1 83
2. Contract Number	3. Solicitation Number W56HZV-14-R-0032	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2014AUG01	6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ASM-A WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)		

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 12:00pm (hour) local time 2014SEP03 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information	A. Name LIZ WEARN	B. Telephone (No Collect Calls)		C. E-mail Address ELIZABETH.A.WEARN.CIV@MAIL.MIL
Call:		Area Code (586)	Number 282-9656	Ext.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)

15B. Telephone Number		15C. Check if Remittance Address is <input type="checkbox"/> Different From Above - Enter such Address In Schedule	17. Signature	18. Offer Date
Area Code	Number			

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation

22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code

26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: LIZ WEARN
 Buyer Office Symbol/Telephone Number: CCTA-ASM-A/(586)282-9656
 Type of Contract: Firm Fixed Price
 Kind of Contract: Research and Development Contracts

*** End of Narrative A000 ***

NOTICE - SOLICITATION CONTRACT TYPE: Due to contract administration system requirements, the 'Type of Contract' shown in Narrative A0000 above states 'Firm-Fixed-Price'; however, the type of contract will be addressed at the individual task order level (Reference Section H.1.2).

A.1 BACKGROUND/DESCRIPTION OF THE ACTION

The TACOM Strategic Service Solutions (TS3) Family of Contracts (FoC), estimated at \$3.5 billion will result in three multiple-award indefinite-delivery, indefinite-quantity (MA IDIQ) contracts (i.e., three contract suites). Each contract suite will cover services primarily from one portfolio group of services. However, there will be overlap in the scopes of the RFPs to permit an order with a preponderance of work in one portfolio group and ancillary services in one or both of the other portfolio groups needed as part of the total requirement.

Specific requirements under the R&D MA IDIQ statement of work (SOW) of this contract suite, which covers the Research and Development (R&D) portfolio group, will primarily support the following customers: Program Executive Office (PEO) Combat Support & Combat Service Support (PEO CS&CSS); PEO Ground Combat Systems (PEO GCS); System of Systems Engineering & Integration (SoSE&I); Tank Automotive Research and Development Command (TARDEC); and the enterprise agencies of TACOM Life Cycle Management Command (LCMC).

A.2 MINIMUM AND MAXIMUM QUANTITY OF SERVICES

A.2.1 In accordance with (IAW) Federal Acquisition Regulation (FAR) 16.504(a)(4)(ii), the minimum quantity of services the Government will acquire under each MA IDIQ contract awarded under the R&D suite is \$1,600. The Government will satisfy this minimum quantity requirement at the time of R&D MA IDIQ contract award through two data deliverable (i.e., report) requirements; one data deliverable shall be submitted six months after R&D MA IDIQ contract award and the second data deliverable shall be submitted 12-months after MA IDIQ contract award. Reference Attachment 0001, "Data Deliverable Requirement to Satisfy Minimum Quantity."

A.2.2 IAW FAR 16.504(a)(4)(ii), the maximum quantity of services the Government will order against the R&D contract suite is \$634 million.

A.3 SCOPE OF THE MA IDIQ R&D CONTRACT SUITE

The R&D MA IDIQ contract suite will allow for the procurement of services for the purpose of creating and developing new processes or products. Only task order requirements that call for the contractor to directly perform work that is an integral part of R&D services for the creation of new process(es) or product(s) will be solicited under the R&D MA IDIQ.

A.4 SOLICITATION STRUCTURE

A.4.1 The Government will utilize North American Industry Classification System (NAICS) code 541712, Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology), for the R&D MA IDIQ solicitation and resultant contracts as it encompasses the effort likely to account for the greatest percentage of contract value. This NAICS code, 541712, will also be used for all task orders issued against the R&D contract suite.

A.4.2 Establishment of the Restricted Pool and the Full-and-Open Pool at the MA IDIQ Contract Level:

The R&D MA IDIQ contract suite will consist of two pools: a restricted pool and a full-and-open pool.

The restricted pool will be comprised of only Small Business (SB) contractors, and the Government will evaluate only SB offerors for inclusion in the restricted pool.

The full-and-open pool will be comprised of only other-than-small business (OTSB) offerors, and the Government will evaluate only OTSB offerors for inclusion in the full-and-open pool.

All competitive task orders will be solicited to all MA IDIQ holders within the R&D MA IDIQ contract suite regardless of the estimated value of the task order unless an exception to the fair opportunity provisions of FAR 16.505(b)(2) applies. However, IAW FAR 19.502-

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4(c), the contracting officer has the discretion to set-aside requirements solely to the restricted pool. If a requirement is solicited solely to the restricted pool contractors, the requirements set forth in FAR Clause 52.219-14, "Limitations on Subcontracting", shall be followed.

In accordance with 13 CFR 121.404(a)(1)(i), the offeror's size status will be determined at the time initial proposals for the R&D contract suite are submitted. If a business is small at the time it submits its proposal for the R&D contract suite, the business remains small for each order issued against the contract unless the contracting officer requests a new size certification in connection with a specific order. The contracting officer reserves the right to request a size certification in connection with a specific order issued against the R&D contract suite.

A.4.3 System for Award Management (SAM), Size Standards, and NAICS Codes:

Failure to register in SAM for the corresponding NAICS code identified in paragraph A.4.1 prior to submitting a proposal against the R&D contract suite may preclude an award being made to your company. If the offeror is a joint venture (JV), each concern in the JV shall be registered in SAM for the type of work that it does and shall meet the small business size standard for the corresponding NAICS code identified in paragraph A.4.1. A Mentor-Protégé JV, as recognized by the Small Business Administration (SBA) is considered a small business if the Protégé meets the SB size standard for the NAICS code identified in A.4.1. Offerors should be aware of how U.S. SB concerns are defined in FAR Part 19, Defense Federal Acquisition Regulation Supplement (DFARS) Part 19, and 13 CFR 121, Small Business Size Regulations. Offerors are advised to review 13 CFR 121.103 for information regarding how the SBA determines affiliation and JVs.

See Section A.11 for additional requirements applicable to offerors submitting a proposal as a JV.

A.4.4 Evaluation of Proposals:

The evaluation of proposals submitted in response to the R&D MA IDIQ solicitation will be conducted on a Best Value basis using source selection tradeoff procedures IAW FAR 15.101 and FAR Subpart 15.3. Reference the DoD and Army Source Selection Guide for definitions related to the Technical Factor.

The Government will evaluate all offerors responding to the R&D MA IDIQ solicitation using, among other criterion, a representative (i.e., live) task order. This representative task order is intended to be demonstrative of the type of service requirements that may be awarded under this contract suite in the future.

A.5 NUMBER OF MA IDIQ CONTRACT AWARDS ANTICIPATED

The Government intends to award approximately 13 R&D MA IDIQ contracts between the SB and OTSB contractors (approximately eight and five, respectively), as a result of this solicitation. However, the Government reserves the right to award more or less than 13 R&D MA IDIQ contracts (thus, more or less than eight R&D MA IDIQ contracts to SBs and five R&D MA IDIQ contracts to OTSBs).

A.6 R&D CONTRACT SUITE ORDERING PERIOD

The ordering period for the R&D contract suite will be five years from the date of the MA IDIQ awards.

A.7 TASK ORDER PERIOD OF PERFORMANCE

Each solicited and awarded task order will define a specific performance period. However, the Government anticipates that the majority of task orders will not exceed a three year period of performance.

A.8 TASK ORDER AWARDS

The fair opportunity provisions within FAR 16.505(b) will apply to all task orders issued against the R&D contract suite, unless an exception applies IAW FAR 16.505(b)(2).

The labor categories and their respective ceiling prices proposed within the R&D Pricing Labor Matrix (Attachment 0002) will be part of the awarded R&D MA IDIQ contract and shall be used to propose labor rates at the task order level. Additional labor categories that are not listed in the R&D Pricing Labor Matrix (Attachment 0002) may be added at the task order level in accordance with the applicable Changes Clause.

The Government will establish evaluation criterion, tailored to the individual requirement, for all task orders solicited against the R&D contract suite.

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.

A.9 ADEQUACY OF ACCOUNTING SYSTEM

Name of Offeror or Contractor:

In order to be considered for award of an R&D 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 contractor 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) at the time of proposal submission. Offerors having applicable and current information from DCAA or DCMA shall also submit that documentation.

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

The Government reserves the right to request an offeror provide clarification of information submitted by the offeror regarding the adequacy of the offerors accounting system. Any such request will not constitute communications as described at FAR 15.306(b) or discussions as described at FAR 15.306(d), and will not entitle the offeror to submit a revised proposal.

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

Depending upon the effort required by the specific task order, the contracting officer may add other FAR, DFARS, AFARS clauses, or any other terms and conditions that may be applicable.

A.11 JOINT VENTURES (JV)

To be recognized as a JV as referenced in Section A.4.3 and eligible for award of an R&D MA IDIQ contract and subsequent task orders, the membership arrangements of the JV must 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.

*** END OF NARRATIVE A0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 WARREN ELECTRONIC CONTRACTING	MAR/2013
<p>(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (https://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.</p> <p>(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.</p> <p>(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see https://contracting.tacom.army.mil/acqinfo/ebidnotice.htm.</p> <p>(d) Requirements for the online ASFI bid submission:</p> <p style="margin-left: 40px;">(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).</p> <p style="margin-left: 40px;">(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation: https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0032</p> <p style="margin-left: 40px;">(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to https://acquisition.army.mil/asfi/ and clicking on the Contracting Opportunities Search to find the solicitation.</p> <p style="margin-left: 40px;">(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.</p>		

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[End of Provision]

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work (SOW) for
Research and Development (R&D)

C.1 Scope: This R&D SOW is intended for task order (TO) requirements that will be for creating new processes or products. TOs that do not call for the contractor to directly perform work that is an integral part of R&D or to create new processes or products will not be solicited under this scope.

C.1.1 Customers: The purpose of the TS3 effort is for the contractors to perform the services specified by individual TO issued hereunder, to satisfy the requirements of various Government customers that may include one or more of the following: the Program Executive Offices for Combat Support & Combat Service Support (PEO CS&CSS) and Ground Combat Systems (PEO GCS) and their assigned Project, Product and Program Managers, System of Systems Engineering and Integration (SoSE&I) Directorate, US Army Tank-Automotive Research, Development and Engineering Center (TARDEC), Integrated Logistics Support Center (ILSC), Program Manager Light Armored Vehicles (PM LAV) and the TACOM Life Cycle Management Command (LCMC) to include its depots and arsenals.

C.1.2 New Customers, Missions and Projects: This SOW is intended to apply to the requirements of the current TS3 customers listed above or any renamed, reorganized, or successor TS3 customer organizations(s), as well as any new missions, initiatives or projects assigned to those organizations and any element of the TACOM LCMC.

C.2 Applicable Documents: Performance may be required in accordance with (IAW) any of the documents listed in Sections C.2.1 and C.2.2. The specific sections of the applicable document will be specified in the individual TO. Contractors shall be responsible for the most recent version of the regulations, standards, handbooks, specifications, and other Government publications unless otherwise specified in the individual TO.

C.2.1 Specifications, Standards and Handbooks:

Army Regulation (AR) 715-9 (Operational Contract Support Planning and Management)

AR 25-1 (Army Information Technology)

AR 700-127 (Integrated Logistics Support)

AR 602-2 (Manpower and Personnel Integration (MANPRINT) in the System Acquisition Process)

Department of the Army Pamphlet (DA PAM) 73-1 (Test and Evaluation in Support of Systems Acquisition), Section 6-57 (System Support Package)

Military Handbook (MIL-HDBK) 759B (Human Factors Engineering Design for Army Materiel)

MIL-HDBK 61A(SE) (Configuration Management Guidance)

Military Standard (MIL-STD) 1472D (Human Engineering, Design Criteria for Military Systems, Equipment, and Facilities)

MIL-STD 882D (System Safety: Environment, Safety, and Occupational Health, Risk Management Methodology for Systems Engineering)

MIL-STD 3046 (Configuration Management)

Department of Defense Architecture Framework (DoDAF) Version 2.02 (<http://dodcio.defense.gov/dodaf20.aspx>)

Department of Defense Instruction (DoDI) 5000.02 (Interim, dated 25 November 2013) (Operation of the Defense Acquisition System)

American Society of Mechanical Engineers (ASME) Y14.100 (Engineering Drawing Practices)

ASME Y14.5-2009 (Dimensioning and Tolerancing: Engineering Drawing and Related Documentation Practices)

ASME Y14.41 (Digital Product Definition Data Practices)

Electronic Industries Alliance (EIA) 649 (National Consensus Standard for Configuration Management)

Institute of Electrical and Electronics Engineers (IEEE)/EIA 12207 (Standard for Information Technology - Software Life Cycle Processes)

DoD Directive 8500.01E (Information Assurance)

DoD Directive 5220.22-M (National Industrial Security Program Operating Manual)

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International Organization for Standardization (ISO) 9000 and ISO 90001 (Quality Management)

ISO 12207 (Software Life Cycle Processes)

C.2.2 Other Government Documents, Drawings and Publications:

Federal Acquisition Regulation (FAR) Subpart 9.5 (Organizational and Consultant Conflicts of Interest)

Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 201.602-2(2) (Responsibilities)

C.3 General Requirements:

C.3.1 Work Authorization: All work for each TO awarded hereunder shall be performed to the extent authorized and funded by the individual TO, signed by a Government Procuring Contracting Officer (PCO).

C.3.2 Concurrency: The contractor may be called upon to provide simultaneous support to multiple TS3 customers to meet concurrent requirements.

C.3.3 Duplication of Effort: The contractor shall not duplicate or otherwise provide efforts IAW TOs issued hereunder that are required to be performed under any other TS3 TO awarded to the contractor. The contractor shall notify the PCO and Contracting Officers Representative (COR) at the TO solicitation phase if the effort is similar to, or a duplication of, existing work the contractor is already performing under TS3.

C.3.4 Performance Work Statement(PWS): Each TO awarded hereunder will include a PWS with specific requirements, performance objectives, standards of performance, incentives and management controls.

C.3.4.1 Contractor Prepared Performance Work Statement (PWS): In the event a contractor prepares, or assists in preparing a PWS, to be used in competitively acquiring a system or services, the contractor shall comply with the requirements of FAR Subpart 9.5. Failure to comply may result in the contractor not being able to compete on the TO.

C.3.5 Limitations: This SOW and the specific PWSs for TOs awarded hereunder shall not be construed to require the performance of services that are considered inherently governmental.

C.3.6 Contractor Personnel: contractor personnel providing services hereunder are employees of the contractor and are under its sole administrative control and supervision. Accordingly, the contractor shall select, assign, and provide direction to its employees performing services under all TOs awarded hereunder. The Government will not exercise any supervision or control over the contractor's employees in their performance of services.

C.3.7 Contractor Personnel Qualifications: The contractor shall utilize employees IAW the minimum qualifications contained within the R&D Pricing Labor Matrix (Attachment 0002), or as specified by the Pricing Labor Matrix at the TO level. All contractor personnel assigned to perform work hereunder shall meet the minimum qualifications as specified in the Labor Matrix at the TO level.

C.3.8 Period of Performance: Each individual TO awarded hereunder will specify a period of performance or schedule. TOs may be in support of missions during peace time, contingency operations and war. TOs may be on a full-time, part-time, or project-related basis.

C.3.9 Performance Locations: The contractor may be required to perform services stated hereunder off-site. Off-site may be a contractor's home or branch office or any facility/location utilized by the contractor which is not under the control of a Government agency. The contractor may be required to perform services stated hereunder on-site. On-site may be any U.S. Government base or installation or other contractor facility within the Continental United States (CONUS) or Outside the Continental United States (OCONUS). Each individual TO awarded hereunder will specify the specific location(s) for the performance of the service(s).

C.3.9.1 Travel: Each individual TO awarded hereunder may require travel within CONUS of contractor personnel IAW with the Joint Travel Regulations (JTR).

C.3.9.2 Deploying Personnel: Each individual TO awarded hereunder may require deployment of contractor personnel OCONUS. TOs requiring deployment will include pertinent details regarding, and requirements for, contractors to deploy. Deployable personnel shall meet the requirements specified in AR 715-9.

C.3.10 Contracting Officers Representative (COR): Each individual TO awarded hereunder will have a PCO appointed COR IAW DFARS Subpart 201.602-2(2). The contractor shall direct communications on TO technical matters to the PCO appointed COR.

C.3.11 Contractor Management Focal Point: The contractor shall establish a single management focal point and maintain a supporting program management system tailored to accomplish the administrative, management, security, quality control, technical, and financial requirements associated with each individual TO awarded hereunder.

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C.3.12 Quality Assurance Surveillance Plan (QASP): Each individual TO awarded hereunder will have a QASP that contains the performance metrics the Government will evaluate to ensure the quality of service(s) provided is acceptable. The contractor shall perform IAW the performance metrics set forth in the Performance Requirements Summary at the TO level.

C.3.13 Quality Assurance Program: The contractor shall establish and maintain a quality assurance program governing performance of all TOs awarded hereunder for identifying and correcting deficiencies in the quality of services. The contractor shall ensure that an auditable quality assurance process corresponds with the scope and content of the requirements of each TO, and that the associated QASP is documented and followed to ensure the service provided is acceptable. The contractor may be required to establish a certified quality management system (ISO 9000 or ISO 9001) to the extent the system applies and is specified in the individual TO.

C.3.14 Non-Disclosure Agreements (NDA): An NDA for contractor employees may be required at the TO level.

C.3.15 Meetings: The contractor shall attend, participate in, or conduct meetings when requested by the Government IAW individual TOs awarded hereunder.

C.3.16 Deliverables: The contractor shall submit deliverables IAW TOs awarded hereunder.

C.3.17 RESERVED

C.3.18 Information Awareness (IA) User Awareness Training: All contractor personnel whose work under any individual TOs awarded hereunder requires them to access any DoD-owned or contractor-owned computing resource processing Army information shall complete initial information awareness orientation or training as a condition of being granted access to those resources. Each user must complete refresher training thereafter on an annual basis. This applies to access to all computer systems (stand-alone or networked; in a classroom, office, vehicle, tent, foxhole, or portable setting) and applies to all classification levels from UNCLASSIFIED through Top Secret Compartmented information.

C.3.19 Computer Software Compatibility: In performing the requirements of individual TOs awarded hereunder, the contractor shall use computer software compatible with the hardware and software specified in the TO, unless otherwise specified in the individual TO.

C.3.20 Access to contractor Data: As requested by the PCO, the contractor shall provide access at its worksite, during normal business hours, to records and data generated in the course of performing an individual TO. The Government will have access to all data (e.g. hard copy and computer files generated under the applicable TO, and all underlying data and files) as well as plans, reports, assessments, software programs, technical reports, quality procedures, and analyses, unless otherwise specified in an individual TO.

C.4 Specific Requirements: The contractor shall perform work that may involve the following, whether singly or in combination as specified in individual TOs as long as such performance does not result in an Organizational Conflict of Interest (OCI).

C.4.1 Science, Technology, Engineering and Integration: The contractor shall identify, develop, and evaluate technologies and provide engineering services, hardware, vehicle systems, weapon systems, and software into products that satisfy operational needs or user requirements.

C.4.1.1 Science and Technology (S&T):

C.4.1.1.1 Research, Development, Test, and Evaluation (RDT&E) Plans: The contractor shall develop RDT&E plans in order to identify new technologies, ideas, and concepts to address emerging requirements. Each RDT&E plan shall provide a roadmap that shall be used to guide the research or development effort.

C.4.1.1.2 Emerging Technologies: The contractor shall monitor and assess relevant state-of-the-art technological innovations (emerging technologies) and make recommendations regarding technology development opportunities for current and future systems. The contractor shall inform the Government of any identified technological opportunities, to include, but not limited to, recommendations for further analysis and suggested applications. This effort shall include, but not limited to, identification and analysis of any possible shared technology opportunities.

C.4.1.1.3 Science & Technology Expertise: The contractor shall provide technical expertise in the review of all areas of current and emerging policy and guidance, program implementation, documents, and reports relating to technology development and applications as specified in the individual TO awarded hereunder.

C.4.1.2 Systems Engineering: As required by the Interim DoDI 5000.02.

C.4.1.2.1 Systems Engineering Plan (SEP): As specified in the individual TO, the contractor shall develop and implement a SEP that shall capture the required steps to manage the system during its life cycle phases.

C.4.1.2.1.1 Materiel Solution Analysis Phase: The contractor shall provide engineering services for concept-refinement-phase-specific processes and activities, to include the support technology development strategy, that requires review, update, or execution of the

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following:

- a) Science and technology information;
- b) Cost, schedule and performance goals;
- c) Exit criteria for technology demonstration;
- d) Technology readiness level assessments and roadmaps;
- e) Preparation of test and evaluation strategy and test plans;
- f) Applied research activities;
- g) Lifecycle logistics functions, IAW standards and regulations identified in the TO, to include the following: training plans, manpower estimates, Human System Integration (HSI) strategy, repair analysis, assessments for special sets/kits/tools/outfits, special test, measurement, and diagnostic equipment, Hazardous Material (HAZMAT) impact, environmental, occupational health evaluation and Chemical, Biological, Radiological, Nuclear and High Yield Explosive (CBRNE);
- h) Information Technology (IT) hardware or software, IAW AR 25-1, to include the following: global information grid architecture, net-centric data sharing plans and architecture, spectrum supportability, and electromagnetic effects;
- i) Program management activities, to include technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, industrial capability, competition analysis, and development and update of the SEP; and
- j) Warfighter material needs analysis.

C.4.1.2.1.2 Technology Development Phase: The contractor shall provide engineering services for technology-development-phase-specific processes and activities, to include the following:

- a) Test, Evaluation, and Demonstration activities, to include the following: development of the Test and Evaluation Master Plan (TEMP), engineering support for operational assessments and Live Fire Test and Evaluations (LFT&E), to include, component and system-level testing;
- b) Advanced technology demonstrations and outcome-based performance measures;
- c) Lifecycle logistics functions, to include the following: training plans, human systems integration portion of MANPRINT, manpower estimates, systems support and maintenance objectives and requirements, interoperability;
- d) IT and IA activities, to include the following: net-ready Key Performance Parameters (KPP), integrated architectures, global information grid KPPs, information support plan, and IA acquisition strategy;
- e) DoD Information Assurance Certification and Accreditation Process (DIACAP) support, to include the following: spectrum support, Electromagnetic Environmental Effects (E3), Command, Control, Communications, Computers and Intelligence Support Plan (C4ISP) and Command, Control, Communications, Computers, Coalition Intelligence, Surveillance, and Reconnaissance (C5ISR);
- f) Support acquisition and technology activities to include the following: acquisition strategy, system performance specification development, Capability Development Document (CDD) development, system threat assessment, economic analysis, life cycle cost estimating, Programmatic Environment Safety and Occupational Health Evaluation (PESHE), and assure Business Modernization Management Program (BMMP) compliance; and
- g) Program management activities to include the following: technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, industrial capability and competition analysis, and development and update of the SEP.

C.4.1.2.1.3 Engineering and Manufacturing Development (EMD) Phase: The contractor shall provide engineering services for EMD phase-specific processes and activities, to include the following:

- a) Test, evaluation, and demonstration activities to include the following: test plan preparation, TEMP updates, operational assessment, LFT&E, developmental test and evaluation, technical support and interpretation of results of Operational Test and Evaluation (OT&E);
- b) Lifecycle logistics activities to include the following: performance based logistics, unique item identification, training plans, human systems integration strategy, manpower estimates, interoperability, product support plan and capability, and review special kits, outfits, sets, tools, test, measurement and diagnostic equipment;

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c) IT and IA activities to include the following: net-ready KPPs, integrated architectures, global information grid KPPs, information support plan updates, metadata management, develop and evaluate IA solutions and update IA strategy, support of DIACAP, and other applicable processes, spectrum certification compliance, E3, and net centric requirements;

d) Technology activities to include the following: develop prototypes and engineering models, review and update designated science and technology information, perform technology readiness assessments, assess production readiness levels and manufacturing readiness levels, review security classification guide, counterintelligence support plan, system threat assessment, updates to the integrated architecture and supporting views, support the type of classification and materiel release processes, updates to the CPD, PESHE, and assure BMMP compliance; and

e) Program management activities to include the following: technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, industrial capability and competition analysis, and development and update of the SEP.

C.4.1.2.1.4 Production and Deployment Phase: The contractor shall provide engineering and data architecture analyses, design and testing services, and integration and interoperability services to include tear down, inspection, and recommended fixes. This work may include tasks such as the following: failure analysis, engineering design review for life cycle cost reductions, and product-change analysis of components and end items. The contractor may provide component and vehicle testing, design analysis, design layout and simulation, prototype build and delivery of recommended design changes to the Government. The contractor shall provide engineering services for production and deployment phase-specific processes and activities to include the following:

a) Test and evaluation activities to include the following: Initial Operational Test and Evaluation (IOT&E) technical support and execution, LFT&E execution and report, Production Verification Testing (PVT) and First Article Testing (FAT) technical support, high altitude electromagnetic pulse testing, and TEMP execution and assessment;

b) Lifecycle logistics activities to include, but not limited to, the following: performance based logistics, unique item identification, human systems integration, manpower estimates, interoperability certification, and review of special kits, outfits, sets, tools, support equipment and test, measurement and diagnostic equipment;

c) IT and IA activities to include the following: economic analysis for Major Automated Information System (MAIS), Clinger-Cohen Act (CCA) compliance, net-ready KPPs, integrated architectures, global information grid KPPs, information support plan updates and support IA strategy and certification;

d) Technical advice for specified acquisition and production activities to include the following: Initial Operational Capability (IOC) and Full Rate Production (FRP) decisions, beyond Low Rate Initial Production (LRIP) report, acquisition program baseline development, physical configuration audit (PCA), production baseline, review and update designated science and technology information, review security classification guide, counterintelligence support plan, system threat assessment, provide technical advice for the type of classification and materiel release processes, PESHE, and assure BMMP compliance; and

e) Program management activities to include the following: technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, industrial capability and competition analysis, and development and update of the SEP.

C.4.1.2.1.5 Operations and Support Phase: The contractor shall provide engineering services for operations phase-specific processes and activities to include the following:

a) Test and Evaluation activities to include the following: Follow on Test and Evaluation (FOT&E) planning and execution, preparation and execution of test plans for new components and systems to include lab and vehicle performance and durability testing;

b) Lifecycle logistics activities to include the following: performance based logistics, unique item identification, technical manuals, human systems integration, and special kits, outfits, sets, tools, test, measurement and diagnostic equipment;

c) IT and IA activities to include the following: monitoring of system changes to determine impact on spectrum supportability and E3; continued life cycle compliance with the information support plan, to include updates for each major weapon system upgrade, interoperability requirements certification and the information technology and national security system interoperability certification; and support continued life cycle compliance with information assurance certification and accreditation;

d) Fielded system sustainment activities to include the following: technology insertion, systems integration, modification kit development and implementation, value engineering, Operations & Support Cost Reduction (OSCR) initiatives, resolve spare parts technical and obsolescence issues, support industrial base, qualify additional spare parts sources, investigate and resolve fielded vehicle performance, safety, and reliability issues, perform root cause analysis and failure analysis, develop, fabricate, and test solutions, develop modification work orders (MWOs), update and validate Technical Data Packages (TDPs), provide technical input and support to RESET/RECAP programs, maintenance, overhaul, rebuild and develop systems modernization plans; and

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e) Support program management activities including technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, industrial capability/competition analysis, and development and update of the SEP.

C.4.1.2.1.6 Demilitarization and Removal from Service: The contractor shall provide engineering services for demilitarization and disposal activities as specified in the individual TO.

C.4.1.2.2 Design Engineering: The contractor shall provide systems engineering services for design activities, to include the following: recommending requirements development, logical analysis, design solutions, at specified levels of the system and subsequently apply it to the physical, logical, services and operational architectures at each phase of the life cycle IAW DoDAF Version 2.02. The contractor shall ensure traceability to user defined capabilities as defined by the Joint Capabilities Integration and Development System (JCIDS) process (Initial Capabilities Document, Capabilities Decision Document, and Capabilities Production Document (CPD)). The contractor shall ensure that open system architecture and principles are applied to reduce life cycle and sustainment costs and development cycle time.

a) Requirements Development - Requirement Gathering: The contractor shall verify user needs and requirements and translate them into technical requirements. The contractor shall verify requirements, to include but not limited to, decomposition, translation, analysis, verification and traceability. The contractor shall identify, document and analyze capability gaps which may require materiel solutions. The contractor shall provide engineering expertise in the definition and refinement of system, subsystem, and lower level functional and performance requirements, interfaces and related interface control documents. The contractor shall gather operational needs and constraints, system attributes, and performance parameters. The contractor shall consider affordability, schedule and technical constraints. The contractor shall assess whether requirements traceable from the user are feasible and effective, and ensure that these requirements are updated as more information is learned throughout the product system development lifecycle. The contractor shall support development of Analysis of Alternatives (AoA) by analyzing existing commercial or non-developmental items to determine if items meet user requirements.

b) Logical Analysis: The contractor shall obtain sets of logical solutions and clarify defined requirements and their functional, behavioral, and temporal relationship to include the following:

i) Define the derived technical requirements for the system design and allocate performance parameters and constraints;

ii) Perform functional analysis, behavioral analysis, timeline analysis, object-oriented analysis, data-flow analysis, structured analysis, state flow and state machines;

iii) Partition a system of cohesive logical groupings into interchangeable and adaptable elements to enable ease of change and technology insertion to minimize system complexity;

iv) Define external interfaces, interoperability, and key system (within and with-out) interface definitions, interface standards, protocols, and data interchange language and standards;

v) Utilize commercial standards when available and support the development of new standards, which may subsequently be adopted and maintained by recognized standards organizations;

vi) Develop the functional architecture, functions and sequences of the system tasks, activities, and states and modes; and

vii) Develop a functional picture of the system, which details the complete set of functions to be performed along with the relationships between the functions.

C.4.1.2.3 Design Solution Realization Process: The contractor shall provide systems engineering services to develop innovative design solutions. The design solutions shall be consistent with the design-to or build-to specifications, validating that the design satisfies requirements expectations, as specified in the individual TO. The contractor shall execute the technical approach in an Integrated Master Schedule (IMS) and Integrated Master Plan (IMP) or similar proposed plan. The design solutions shall include, but are not limited to, the following:

a) Develop a design or a physical architecture that forms the basis for design definition documentation to include the following: specifications, baselines, work breakdown structures and cost element structures;

b) Develop detailed physical architectures that allow confirmation of upward and downward requirements, traceability, confirmation of interoperability and open systems performance requirements, in order to demonstrate the product(s) satisfy the applicable acquisition phase exit criteria;

c) Perform design analysis, design modeling, and simulations;

d) Perform prototype development, fabrication, and testing;

e) Identify lowest level systems in the specified system hierarchy which may be bought, fabricated (joined, formed, finished),

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reused, and coded (in the case of software);

f) Develop or improve manufacturing systems using the technical and management processes, to include the following: performance of producibility, manufacturability assessment and improvement-related activities; and

g) Design and develop packaging and handling systems and storage requirements for design systems or components.

C.4.1.2.4 **Systems Integration:** The contractor shall provide system engineering services for the integration of hardware and software, to include, but not limited to, the following:

a) Integrate hardware and software into subsystems or components into the systems; systems into Systems of Systems; and Systems onto platforms;

b) Identify and assess constraints that the integration processes, including assembly sequencing, fixtures, hardware and compilers (software), may impose on the design solution;

c) Integrate hardware and software at the component, subsystem and system level in a test, verification, validation and operational environment;

d) Furnish technical services for installation of hardware and software and technical manual development;

e) Evaluate safety, electromagnetic, environmental, compatibility, and performance of systems and system components with regard to the intended operational environments and potential operators and users;

f) Perform Horizontal Technology Integration (HTI) to modernize military battlefield equipment through integration of common technology across weapon platforms;

g) Evaluate system and system of systems integrated performance;

h) Troubleshoot and correct system or component failures;

i) Develop and maintain Configuration and Interface Control Documents;

j) Generate and maintain validation records that system elements at each hierarchy level meet the build-to specifications;

k) Design and produce/fabricate system models, prototype equipment;

l) Modify existing equipment to optimize system of systems integration;

m) Provide engineering drawings and associated lists or specifications (detailed or performance based);

n) Develop procedures, plans, and methodologies for demonstration and evaluation of operational interoperability;

o) Furnish technical support for validation events and requirements, such as the following: development or testing of prototypes, performance of simulations, preparation and evaluation of mock-ups of the system, modeling or simulation of the systems intended operational environment;

p) Develop and maintain documentation to assess whether the system element was built IAW the design-to or build-to specifications including performance of reliability, availability, maintainability analysis;

q) Perform assessments, author documentation and remedial measure for safety, electromagnetic, environmental, compatibility issues, effects, hazards, risks, non-compliance to standards, regulation, and directives, such as CDDs, CPDs, specifications, and Cyber Security Test Plans;

r) Conduct AoAs, physical examinations, demonstrations, testing, modeling and simulation;

s) Support or perform functions (e.g. determining design origin and allocations; identification or integration of propulsion systems; performing integration tests at system, subsystem or component level; and selection of a system to integrate into other systems) to transition the events of the design and realization process from the system element to the next level in the physical architecture or to the user, dependent upon the life-cycle phase;

t) Prepare system element(s) for integration, verification, and validation, to include, testing and input to appropriate reviews and reporting; and

u) Develop supporting documentation for system elements, to include operations, maintenance, and installation manuals.

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C.4.1.2.5 Modeling and Simulation (M&S): The contractor shall provide engineering expertise in M&S, to include, but not limited to, the following:

- a) Identify and validate Commercial Off-The-Shelf (COTS) M&S applications and technologies for use in analyzing system performance;
- b) Assess and make recommendations for M&S program policies, guidance, plans, and reports. Provide recommendations for defining and implementing policy, guidance and program management documents, to include modeling and simulation-related service plans;
- c) Use of high fidelity models and simulations to quantify technical and operational benefits and burdens of mobility and survivability enhancements to systems in terms of structural integrity, system level sustainability, and force level effectiveness. The contractor may use Government Furnished Information (GFI) and specified systems and sub-system to develop data for analyses;
- d) Develop, modify, maintain and operate M&S applications. This work shall include the following: use of stand-alone capabilities and interactive simulation (man-in-the-loop) via the Defense Simulation Internet (DSI) network in support of efforts related to Advanced War Fighting Experiments (AWEs) and Department of the Army (DA) Battle Labs; and
- e) Provide programming M&S services to optimize fleet investment decisions and documentation.

C.4.1.2.6 Trade-off Analyses: The contractor shall perform and document system design requirement trade-off analyses when specified by an individual TO. The analysis may be for any system, subsystem, component or function requiring systems engineering.

C.4.1.2.7 System Software Development and Integration: The contractor shall provide engineering services for the design, development, validation, integration, IA Certification and Independent Validation and Verification (IV&V) of systems software for specified systems or subsystems and associated current and projected future environments. These efforts shall include the following:

- a) System architectures and associated elements;
- b) Communications and interoperability;
- c) Software development plans;
- d) Software quality assurance;
- e) Software metrics and reviews;
- f) Software documentation, to include the following: software requirements specifications, system segment design documents, interface documents, and software manuals;
- g) Formal Qualification Testing (FQT) and stress testing; and
- h) Central Processing Unit (CPU) processing and memory capacity and growth assessments.

C.4.1.2.8 Standardization: The contractor shall perform the following:

- a) Prepare an overall standardization program plan for specified systems and subsystems. The standardization program plan shall optimize the commonality of parts, components, and subcomponents. The standardization program plan shall conform to the Army's Implementation Plan (AIP); and
- b) Identify references to Military Specifications (MILSPECS) and standards for each TO that involves the creation, review, or change of data, and shall recommend changes to equivalent commercial specifications and standards.

C.4.1.2.8.1 Specification and Standard Review: The contractor shall identify references to MILSPECS and standards and shall recommend alternatives to equivalent commercial specifications and standards. This work shall include the following: conversion of existing military specifications to performance specifications and identification of potential new specifications or standards from user documentation for specified systems.

C.4.1.2.9 Design for Survivability: The contractor shall conduct analyses and studies of the overall survivability and countermeasures inherent to each systems design, to include applicable Engineering Change Proposals (ECP). This work shall include the following: providing technical services to perform trade-off and cost studies, system engineering studies, test planning services, computer analysis, network analysis, and simulation services, and developing recommended survivability options for the Governments consideration. These services and analyses tasks shall include, but not limited to, the following survivability and countermeasure areas, singly or in combination:

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- a) Unplanned Stimuli Effects Analysis;
- b) Directed Energy Threat Analysis;
- c) Ballistic Protection Analysis;
- d) Compartment-Level Vulnerability Analysis;
- e) Optical, Radar/Millimeter Wave (MMW), Infrared, and Acoustic Signatures Analysis;
- f) Vehicle and Component Ballistic Shock Analysis;
- g) Nuclear Effects Survivability Analysis;
- h) Automatic Fire Extinguishing Systems Analysis;
- i) Computer, Communications and Electronics Analysis;
- j) Survivability, buoyancy and stability of floating bridge equipment and Army Watercraft Systems Analysis; and
- k) Recommend a security classification guide for systems with classified and confidential characteristics, such as add-on armor, and ballistic protection systems.

C.4.1.2.9.1 Chemical, Biological, Radiological and High Yield Explosive (CBRNE): The contractor shall assess and make recommendations for system and platform designs that provide chemical, biological, radiological and nuclear protection and contamination detection and survivability and as specified in the individual TO. This work shall include planning and executing compliance audits of contractors preparation or execution of technical requirements. This work shall also include the following:

- a) Test planning and test monitoring, to include Chemical, Biological and Radiological (CBR) warfare agent simulations and surety materials;
- b) Review of CBR tests, test documentation, test procedures, and data analysis;
- c) Assess system configuration (design, analysis, modeling) for crew protection and detection and contamination survivability and support design activities;
- d) Perform trade-off analyses and proposed recommendations for system configurations;
- e) Prepare programmatic, regulatory, and statutory documentation technical presentations, reports and waiver requests;
- f) Make recommendations regarding program coordination and program management; and
- g) Assess software interface and compliance with configured contractor system Nuclear, Biological and Chemical (NBC) items.

C.4.1.2.10 Human Factors Engineering: The contractor shall perform human factors engineering analysis, simulation, testing, evaluation, documentation and reporting IAW MIL-HDBK 759B and MIL-STD 1472D. The contractor shall evaluate the human machine interface for system operators and maintainers.

C.4.1.2.11 Safety Engineering: The contractor shall perform health hazard, hazardous materials and other safety related analyses. The contractor shall identify safety features of hardware, software and integrated systems design and the associated mitigating designs, procedures, precautions, training, engineering controls, equipment and protective procedures in order to recommend an acceptable risk. The contractor shall conduct hazard evaluations, accident evaluations and reports, and prepare Safety Assessment Reports (SARs) IAW MIL-STD 882D. The contractor shall prepare System Safety Plans, Hazardous Material Management Plans and input to the system MANPRINT Management Plan. The contractor shall participate in System Safety Working Groups and participate in Integrated Product Teams (IPT) and meetings.

C.4.1.2.12 Design for Producibility: The contractor shall evaluate the inherent producibility of proposed technologies, designs and design changes, and identify and evaluate the associated issues and impacts on economic feasibility of production. The contractor shall identify improvements in the design that would result in an economically producible design.

C.4.1.2.13 Configuration Management (CM): The contractor shall operate and maintain existing configuration management system(s) for any design or system, hardware or software, assigned to the contractor as a design agent, authority or custodian IAW MIL-HDBK 61A(SE) and MIL-STD-3046. The contractor shall support CM activities for a customer, other organizations or projects. This work shall include the following:

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a) Define and implement a CM program and document it in the form of a CM Plan tailored to the quality, size, scope, stage of life cycle, nature, and complexity of the system or project subject to the plan. The CM plan shall address configuration identification, change control, configuration status accounting and configuration audits and verification. The contractor shall perform any and all aspects of the CM Plan;

b) Provide recommendations and analyses for the specified aspects of CM, to include managing the configuration for "as designed", "as approved", "as authorized" and "as supported" configuration baselines;

c) Develop a CM process or configuration control procedures for the specified program consistent with MIL-HDBK 61A(SE) for CM guidance. The CM process shall be tailored to the quality, size, scope, stage of life cycle, nature, and complexity of the Configuration Item (CI) involved, whether the CI is developed at Government expense, or privately developed and offered for Government use, regardless of whether the CI is new or now in development, production, or operational inventory;

d) Serve as the configuration baseline manager and manage and maintain TDPs. This work shall include, digitizing, updating, reviewing or validating drawings or other documents in a consistent electronic format, maintaining legacy technical data, and establishing virtual databases for customers.

C.4.1.2.14 Computer Aided Design Data Format and Submission: The contractor shall provide design and Computer Aided Drafting (CAD) (TDP Levels I, II, III) IAW ASME Y14.100, ASME Y14.5-2009 and ASME Y14.41. This work shall include, but is not limited to, the following: prepare and deliver the engineering drawing package, TDP, installation instructions, control drawings, Interface Control Drawing (ICD), units of measure, markings and distribution statements and create animations that illustrate the concepts functionality and capabilities as specified in the individual TO. When specified in the individual TO, the engineering drawing package for each project may contain all of the drawings that include ordnance part numbers and Engineering Release Record (ERR) numbers that are needed to define the physical characteristics, performance requirements, and locations of all items for the work project.

C.4.1.2.15 Interface Control and Management: The contractor shall evaluate interface controls IAW MIL-HDBK 61A(SE), EIA 649 or equivalent commercial practices. The contractor shall ensure interface definition and compliance among system elements as well as interacting and interoperating systems. The contractor shall ensure all internal and external requirement changes are properly documented IAW a configuration management plan and communicated to all affected configuration items, to include, but not limited to functional and physical interfaces to external or higher-level and interacting systems, platforms, and products in quantitative terms, to include open systems approach. Functional and physical interfaces shall include mechanical, electrical, thermal, data, control, procedural, and other functional and physical interface interactions. Interfaces may also be considered from an internal/external perspective. Internal interfaces are those that address elements inside the boundaries established for the system addressed. The format for the configuration management plan will be specified in the individual TO.

C.4.1.2.16 Product Improvements: The contractor shall provide evaluation expertise for potential improvements with respect to system or subsystem functionality and affordability. Potential improvements shall include the following: survivability, mobility, lethality, seaworthiness, protection, energy efficiency, Safety of Life at Sea (SOLAS) requirements, sustainability, performance, operating, cost reduction, and value engineering. Services shall include the following: providing personnel with demonstrated expertise in support of Modernization Through Spares (MTS) and Operations and Support Cost Reduction (OSCR) initiatives, tradeoff analysis, cost benefit analysis or life cycle cost projections, or in the conduct of pilot projects and demonstrations relevant to fact based evaluation of such services.

C.4.1.2.16.1 Value Engineering (VE) and OSCR: The contractor shall provide VE and OSCR program services. Tasks shall include the following: design, prototype, test, trial fit, low rate production and identification of candidates for VE or OSCR and the associated analysis.

C.4.2 Product Assurance and Test Services:**C.4.2.1 Test Services:**

C.4.2.1.1 Test Plans: The contractor shall prepare, coordinate inputs, submit, and update project and program TEMPs and related documents.

C.4.2.1.2 Test Integration Work Group (TIWG) Participation: The contractor shall attend and participate in TIWG and Test Coordination Meetings.

C.4.2.1.3 Test Site Services: The contractor shall provide technical and administrative services at both Government and contractor test sites such as the following: on-going testing, coordination activities, attending test meetings, coordinating visits and briefings, and providing test incidents and report summaries as specified in the individual TO.

C.4.2.1.3.1 Test Incident Reports and Data: The contractor shall collect, collate, and analyze Test Incident Reports (TIRs) prepared by both Government and contractor test agencies. The contractor shall schedule, attend, and participate in TIR review and closeout meetings. The contractor shall monitor progress and report status of failure analysis to close-out.

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C.4.2.1.3.2 On-Site Test Representatives: The contractor shall perform surveillance of test activities through on-site representation such as the following: monitoring the progress of tests, condition of test assets and test services equipment, availability of repair parts, status of equipment repair, and other similar test-related activities. The contractor shall attend meetings or briefings and submit surveillance reports.

C.4.2.1.3.3 System Support Packages (SSP): The contractor shall perform studies, analysis and evaluate kitting and assembling to transport the SSP to the specified test site, as specified in the individual TO. The contractor may be required to track the initial delivery, consumption and replenishment of components and maintain control of the SSP. The SSP shall include all required components for testing services and shall identify existing tools and test equipment used to perform testing services to include known Government tools and test equipment. The SSP shall consist of all items on the SSP Components List (SSPCL). The SSP requirements shall include repair parts, technical manuals, Basic Issue Items (BII) common and special tools, and test equipment.

C.4.2.1.3.3.1 SSPCL: The contractor shall prepare and provide a SSPCL that identifies the contents of the SSP for each test site.

C.4.2.2 Quality Assurance (QA): The contractor shall provide QA and quality engineering services. Efforts shall include, but are not limited to, the following: developing quality assurance requirements and quality assurance procedures, reviewing and analyzing weld procedures (for armor and vessel construction and repair), overseeing software quality processes and products, analyzing compliance, monitoring tests, reviewing contractor quality assurance systems, and participating in quality audits and FAT and other tests. The contractor shall review, analyze, and document findings from Quality Deficiency Reports identifying root cause and proper corrective actions.

C.4.2.3 Reliability, Availability, Maintainability (RAM) Program Services: The contractor shall provide RAM services. Tasks shall include the following: analyzing data, reviewing and critiquing program plans, participating in conferences and meetings, auditing contractor field failure analyses and corrective action programs, and researching alternative solutions for performance or reliability issues. These efforts shall include the following:

- a) Development or review of Reliability/Maintainability Program Plans;
- b) Conducting Failure Modes Effects and Criticality Analysis;
- c) Participating in the analysis of existing systems to formulate Operational Modes Summary Mission Profile and the associated RAM annexes;
- d) Generating RAM allocations to systems, subsystems and components;
- e) Creating and updating RAM predictions and growth curves based upon the Failure Mode, Effects, and Criticality Analysis (FMECA) and the results of testing and data searches;
- f) Conduct or support RAM scoring conferences;
- g) Conduct or support RAM management or RAM related segments of IPTs and program or project reviews;
- h) Failure Reporting Analysis and Corrective Action System (FRACAS) actions; and
- i) Delayed Desert Damage and Degradation (4D) Analysis

C.4.3 Logistics Management:

C.4.3.1 Integrated Product Support (IPS) Management Services: The contractor shall plan, manage, integrate and execute an IPS program for specified system or equipment. Tasks shall include the following: participation in engineering design reviews, participation in diagnostics strategy meetings, developing IPS assessments for specific elements of IPS, participation in IPS meetings, program reviews, and other related meetings and events for the specified system, and preparing and maintaining a logistics support package.

C.4.3.1.1 IPS Management and Supportability IPT (SIPT) Support: The contractor shall participate in and support IPS Management and SIPT activities. All IPS program requirements, tasks, and milestones shall be maintained by the Supportability IPT. The contractor shall support the mission of the Product Support Manager and the IPS Manager.

C.4.3.1.1.1 IPS Acquisition Documents: The contractor shall research, prepare and recommend updates to Acquisition Strategy and Acquisition Plans for IPS. The contractor shall prepare drafts of specified logistics acquisition documents as contained within the DoD 5000 Series regulations, following the requirements of the applicable regulations and pamphlets, as these documents are identified by individual TOs.

C.4.3.1.1.2 IPS Planning: The contractor shall prepare and maintain the Life Cycle Sustainment Plan (LCSP) IAW AR 700-127. Services shall include describing the overall IPS program, including all IPS program requirements, tasks, and milestones.

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C.4.3.1.1.2.1 IPS Elements: The contractor shall provide the preliminary planning, analysis, financial management, a draft IPS Master Schedule, and associated work for the individual logistic support elements to acquire, field, and support assigned systems.

C.4.3.1.1.3 MANPRINT Program Support: The contractor shall plan, manage, and support the MANPRINT effort to optimize total system performance, reduce life cycle costs and minimize risk of personnel loss or injury by ensuring a systematic consideration of the impact of materiel design on human systems throughout the system life cycle for specified systems IAW AR 602-2 or other regulations as specified in the individual TO. The contractor shall support all MANPRINT domains and prepare, manage and execute the System MANPRINT Management Plan (SMMP). The contractor shall conduct and support users to ensure human input is captured as a part of the design process.

C.4.3.2 Supportability Analyses: The contractor shall perform supportability analyses of specified systems or processes.

C.4.3.2.1 Supportability Influence on Design: The contractor shall perform an analysis of an emerging or existing design to minimize the impact of the design on the systems logistics footprint. The contractor shall formulate supportability characteristics for the design and other specifications for the system. Effective results from this analysis shall include the following:

- a) Minimize the use of external Test Measurement and Diagnostic Equipment (TMDE);
- b) Maximize the use of Built-In Test (BIT) and Built-In Test Equipment (BITE), subject to the specific governing specifications or standards listed in the TO Request;
- c) Maximize forward replacement of components;
- d) Consider Operation and Support (O&S) costs, cost savings, and ease of maintenance;
- e) Emphasize commonality, modularity, and interchangeability of major components for systems designs, in order to simplify maintenance, logistics, and training burdens; and
- f) Examine service alternatives to current designs or systems. Alternatives shall be fully documented and must show improvements in terms of operational availability or life cycle costs over current designs or systems.

C.4.3.2.2 Condition Based Maintenance (CBM): The contractor shall assess the CBM program and make recommendations for improving and executing it. The contractor shall provide support to the implementation of CBM to include the following:

- a) Collecting and analyzing raw data and CBM test data;
- b) Interpreting the data and displaying it graphically for Government use;
- c) Calculating the return on investment;
- d) Identifying opportunities for CBM application; and
- e) Identifying technologies to enhance application of CBM.

C.4.3.3 Logistic Package Development and Maintenance:

C.4.3.3.1 Technical Publication Development and Maintenance: The contractor shall plan, prepare, validate, verify and maintain equipment publications, Electronic Technical Manuals (ETMs), Interactive Electronic Technical Manuals (IETMs) to include Repair Part Special Tool Lists (RPSTLs) and supporting specified equipment, ensuring that they are technically accurate, effective, and reflect the results of supportability analyses reflected in Logistic Management Information (LMI).

C.4.3.3.1.1 Technical Writing and Editing Service: The contractor shall provide Technical Writing and Editing and publications production skills. The contractor shall work directly with Government personnel, providing on-site or remote functional service to customers.

C.4.3.3.1.2 Electronic Publishing Services: The contractor shall manage publications content data and work flow management systems. Tasks shall include maintaining data security, data cleansing, data migration, and developing Desktop Publishing Instructions.

C.4.3.3.1.3 Extensible Markup Language (XML) Conversion: The contractor shall manage and perform XML implementation and conversion efforts. Tasks shall include XML workstation coordination, setup and operation, and development of quality assurance procedures and documentation to enable Government review of vendor prepared XML tagged Technical Manuals (TM) and other documents.

C.4.3.3.2 Test Measurement and Diagnostic Equipment (TMDE): The contractor shall identify and develop those TMDE support resources to include any augmentation to ensure the ability of the specified equipment to be effectively diagnosed and its maintenance verified. Maintenance concepts shall include the optimum use of accurate on-board or embedded diagnostic and prognostic capability to include BIT

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and BITE.

C.4.3.4 Field Support:

C.4.3.4.1 Contractor Maintenance Teams (CMT): The contractor shall establish, operate, support and maintain CMTs that will directly support the maintenance mission of the maintenance team. CMTs shall perform the following: operator and unit level maintenance to TM 10/20 standards, commercial repair standards, preset, reset and national level maintenance for selected units at DoD installations or temporary locations, for specified systems or components.

C.4.3.4.2 Contractor Supply Support: The contractor shall perform the following:

a) Evaluate the need for fabricating, shipping, assembling or disassembling items, and subsequent fielding; and

b) Prepare and provide a SSP, IAW DA PAM 73-1, Section 6-57, and prepare and provide an SSPCL. The list shall include all required components for testing services and shall identify existing tools and test equipment used to perform testing services to include known Government tools and test equipment as specified in the individual TO. The SSP shall consist of all items on the SSPCL. The SSP requirements include repair parts, technical manuals, Basic Issue Items (BII) common and special tools, and test equipment. The contractor shall assemble and ship the SSP to the specified test site, within the time specified in the task order, to include, packing, packaging, and transportation. The contractor shall track the consumption of components and maintain control of the SSP.

C.4.3.4.3 Transportation of Assets (CONUS or OCONUS): The contractor shall perform the following: Provide logistics support planning, inventory and property planning, storage and accountability, and coordinate movement.

C.4.3.4.4 Equipment Modifications: The contractor shall manage specified equipment modifications and execute associated activities to include In-Progress Review (IPR); conduct New Material Introduction Briefs (NMIB); kit development, installation procedures, publication updates, and specific TMDE; kit procurement, kit storage, kit distribution; scheduling and shipment site coordination; kit application; MWO application management and tracking in multi-functional data; provide application team resources; train application teams; schedule and deploy application and inspection teams; track and report applications into the Modification Management Information System (MMIS); and provide individual and key personnel maintenance training to equipment user and maintainers.

C.4.3.4.4.1 Army Watercraft Systems Requirements: The contractor shall perform work for the PM Army Watercraft Systems for Service Life Extension Programs (SLEP). contractors shall support the following tasks, when specified in the individual TO: naval architecture and marine application; load line, ballast, and seaworthiness; welding and pipe fitting in a marine and watercraft environment; and perform Watercraft tasks IAW the following: American Bureau of Shipping (ABS) standards; CFR; Watercraft Safety Regulations; United States Coast Guard (USCG) standards; SOLAS requirements; and international discharge standards as defined by the Alaska protocol.

C.4.3.5 System Readiness:

C.4.3.5.1 Sustainment Issues - Technical Resolution: The contractor shall analyze systems and develop technical solutions to sustainment issues, to include trade-off-studies; effectiveness analyses; risk management; configuration management, interface management, and data management; performance measurements; technical review; requirements analysis, engineering analysis of hardware and software configuration, and functional analysis; transforming architecture (functional to physical); defining alternative system concepts; configuration items and system elements; selecting preferred product and process solutions; and defining or refining physical interfaces. The contractor shall develop, review, and provide deficiency reports, deviation from specifications, and ECPs based upon analysis of field issues.

C.4.3.5.2 Diminishing Manufacturing Sources and Material Shortages (DMSMS) Case Management: The contractor shall research and analyze DMSMS case files and DMSMS data in order to provide recommendations to the DMSMS Management Team, to include storage of data and accuracy of stages throughout the DMSMS process, as specified in the individual TO. The contractor shall query OEMs and manufacturers for current technical information supporting the DMSMS process. The contractor shall make recommendations and updates to the existing DMSMS Plan. The contractor shall use the information and systems as specified in the individual TOs when performing this work to include, but not limited to, the following: DMSMS Plans, ECPs, Reliability Centered Maintenance (RCM),FRACAS, predictive modeling outputs, Readiness Assessment outputs, Federal Logistics FEDLOG data, Bills of Material, vendor service bulletins, Defense Logistics Agency (DLA) Engineering Assistance requests DLA Form 339 (Request For Engineering Support), Requests for deviations, and CBM Output.

C.4.3.6 Command Wide Logistics Enterprise System Support: The contractor shall support the design, development, deployment, training and maintenance, of enterprise logistics management systems used by or developed to support fixed base logistics operations. Tasks shall include the following:

a) Installation and IOC of computer hardware and communications equipment;

b) Adapting and incorporating COTS software for specified purposes;

c) Developing logistics planning tools to support operations, deployment, and training requirements; and

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- d) Modifying and enhancing the specified current application(s) to meet changing business rules for the supported commands.

C.4.3.6.1 Logistics Management Program (LMP): The contractor shall support LMP, its processes, in all phases, to include the following: maturation, business process development, data cleansing, testing and training efforts.

C.4.3.6.2 Common Logistics Operating Environment (CLOE): The contractor shall assess, evaluate and recommend actions required to implement CLOE-related policy and guidance. The contractor shall assist in identifying and interpreting the CLOE technical and operational standards to identify critical systems (Hardware (HD) or Software (SW)) requiring improvements to become CLOE compliant. The contractor shall identify efficient interface mechanisms that can apply toward horizontal integration across platforms. The contractor shall assist in developing, certifying, fielding and sustaining enabled products.

C.4.3.6.3 Logistical Training Support: The contractor shall provide logistical training support in system operations and any logistical program, to include the following: Supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities.

C.4.4 Information Management and Technology:

C.4.4.1 Software Management: The contractor shall manage system software, and develop draft guidance, plans, and reports. This work shall include the following: making assessments, developing recommendations, and providing technical services for implementing software management programs, documents and reports in the following functional areas:

- a) Software metrics;
- b) Software re-use;
- c) Software engineering;
- d) Domain analysis and management;
- e) Information technology;
- f) DOD Information Assurance Certification and Accreditation Process (DIACAP) Reviews; and
- g) Certification of Networthiness (CoN).

C.4.4.2 Information Technology Management: The contractor shall support the following, to include but not limited to, developing strategy for IT initiatives and projects IAW the organizations needs, developing training plans and materials to strengthen workforce IT knowledge, skills and abilities, supporting strategic planning for IT services, development and implementation of business processes, performing analysis and recommending improvements to IT solutions for business processes, and supporting IT performance metrics, when specified in the individual TO. The contractor shall support IA related actions, development of system certification and accreditation documentation, and be prepared for scheduled and non-scheduled visits from the Government for IA assessments.

C.4.4.3 Tactical Information Technology Support: The contractor shall support the acquisition and maintenance of hardware, software and related licensing activities, development and maintenance of Standard Operating Procedures (SOP) for the integration of IT resources into business processes, development of policy and training for hardware and software inventories maintenance and equipment handling to include sanitization of media, hardware and software technical support, and any electronic collaboration activities.

C.4.4.4 Database Development: The contractor shall research programmatic, strategic, and technical information to ensure interoperability of databases throughout the U.S. Army and DoD services. In those instances when an existing capability does not meet the customers requirements, such as, servicing existing and planned system acquisition programs, reducing program life cycle costs, or implementing logistical services management, the contractor shall modify an existing, or create a customer unique, data base.

C.4.4.5 Information Technology Opportunities: The contractor shall provide technical consultation services regarding the potential use of existing or emerging information technology capabilities and resources, and the potential expansion and upgrade of existing resources to effectively accomplish specified mission requirements.

C.4.4.6 Integrated Business Environment (IBE) and Integrated Data Environment (IDE):

a) Evaluate functional and technical aspects for legacy, current, and new software applications and initiatives to include the following: Army Knowledge Online (AKO), Windchill, Lotus Notes, Automated Configuration Management System (ACMS), Milestone Tracking System, Business Management System (BMS), Electronic Document Library, Production Database System, Web based initiative - web pages, Sharepoint, E-cabinet, Acquisition Professional (AcqPro), Standard Procurement System (SPS), Multi-User ECP Automated Review System (MEARS), LMP, and Army Portfolio Management System (APMS);

- b) Evaluate functional and technical aspects for integrated database development, implementation, and maintenance, to include,

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database management and web based collaboration;

c) Participation in Government and privately sponsored meetings and events concerning IBE/IDE related issues;

d) Development and delivery of files in hard-copy, electronic, or digital form, as computer data files, format, and media;

e) Recommend establishment, modification, and maintenance of security systems, to include enforcement of data protection and integrity standards IAW DoD Directive 8500.01E and DOD Directive 5220.22M, to include tasks, such as, the following: recommending controls (e.g. control passwords and log-on IDs) for authorized personnel to prevent unauthorized access; incorporating a system application that verifies user authorization at each access attempt; identification of system security vulnerabilities; and development, modification, and implementation of disaster recovery plans; and

f) Conduct tradeoffs, studies, and analyses to service, develop, implement or modify the specified IBE and IDE approach. The status of those studies shall be reviewed at appropriate program reviews, and the results of the reviews shall be documented as part of the detailed design. Examples of such studies include improved alternate data generation and delivery modes, infrastructure compatibility and recommended upgrades, digital data delivery versus access, analysis of telecommunication alternatives, and functional integration cost and benefits studies. The contractor's approach shall include an IBE and IDE architecture that shall drive the IBE and IDE design and implementation. In addition to maintaining the capacity to retrieve data from legacy systems, the IBE and IDE architecture shall allow for the interface with program office information systems.

C.4.4.7 Mission Critical Computer Resources (MCCR): The contractor shall utilize IEEE/EIA 12207 for all software development activities necessary to meet the Information Assurance Verification (IAV) performance specifications. The contractor shall develop, control and maintain all activities and documentation associated with ISO 12207, as specified by the individual TOs.

C.4.4.8 Software Support: The contractor shall provide production software support and function as the software support activity. The contractor shall follow the standards IAW IEEE/EIA 12207 to maintain and upgrade MCCR. The contractor shall perform all software maintenance and support activities, as specified by the individual TOs.

C.4.4.9 Software Quality and Software Quality Metrics: The contractor shall apply software quality and software quality metrics to software when specified by the individual TOs, to include, but not limited to the following: requirements definition and stability, software progress, computer resource utilization, trouble reporting, test coverage and software development manpower.

C.4.4.10 Surge Support: The Contractor shall support surge needs and requirements as specified in the individual TO. The contractor shall provide technical expertise, analyses, management support, project engineering, logistical analysis and support, conceptual and detail design, design and fabrication of prototypes, demonstrators, advanced concept technology demonstrators and advanced technology demonstrators and identify and support transformational technologies and collaborative efforts. The contractor shall conduct research, development, and engineering support for relevant functional areas of current or emerging technologies and research. Specific surge areas shall include, the following: technology and vehicle concept analysis; trade studies; laboratory and test equipment analysis; analysis of support staffing; identification of the best technical solutions among a set of proposed viable solutions; requirements analysis; analysis of user requirements and identification of vehicle components, subsystems, and systems that correctly address the requirements; technology survey, assessments, and identification; assessment of the capabilities of both existing and future technologies that are applicable for the vehicle concept being studied; CAD Concept Modeling; and develop a 3D solid model CAD for engineering concept analysis; and industrial design capability to include industrial design concepts, graphical and computer generated products for combat and technical US Army ground vehicles, supporting technologies and operational scenarios, as specified in the individual TOs.

C.4.5 Program Management:

C.4.5.1 Program Management Support: The contractor shall perform program management support activities, to include, technical and administrative support for program reviews, milestone decision events, cost/benefits analysis, cost estimating, scheduling, industrial capability and competition analysis, and development and update of the acquisition planning and accomplishment documentation.

C.4.5.2 Acquisition Management Support:

C.4.5.2.1 Market Surveillance (MS) and Market Investigation (MI): The contractor shall conduct Market Surveillance (MS) and Market Investigations (MI) activities to include surveillance of the market for those areas that are identified in the individual TO. Surveillance shall include searches on the internet, review of trade magazines, attendance at trade shows, and contractor site visits. Investigation shall include the preparation and conduct of surveys for formal MIs as well as analysis of any User and contractor Questionnaire survey responses in accordance with DOD regulations and policy, as specified in individual TOs.

C.4.5.3 Production Planning and Analyses: IAW Production Planning and Analyses, the contractor shall provide the following:

a) Provide production planning and analysis services that shall include identifying alternative and multi-facility production schedules, review of Government contractor progress and reporting against production efforts, reviewing production rates of Government contractors, reporting and tracking of Defective Government-Furnished Material (DGFM), and monitoring production baseline delivery

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schedules and industrial base and mobilization studies. The contractor shall assess industrial base production capabilities and surge capabilities, identifying any potential problems in that area;

b) Plan, manage and conduct production readiness reviews to properly evaluate the risks associated with the entry or re-entry into production, manufacturing and overhaul program; and

c) Provide review and evaluation support in the form of service surveillance, performance audits, and financial statement audits to compare results achieved with previously established goals to determine overall program efficacy. Services shall include provide performance and financial audit, management consulting services, oversight responsibilities for management related reviews, quality assurance and performance review, quality assurance and quality auditing, planning performance review, logistics verification and validation and quality assurance and compliance and maintenance of QA and inspection.

C.4.6 Internal Operations Support and Administrative Services:

C.4.6.1 Training: As specified in the individual TO, the contractor shall provide the following:

a) Coordinate training classes for the Government that shall include the following: administrative services, to include, registering students for training, scheduling training sessions and reserving space and facilities for training at sites identified in the individual TO, develop class rosters, maintain attendance records, and generate training completion certificates. The contractor shall provide technical and administrative services for conducting market surveys to identify available training courses, and sources for training, relevant to a particular training need identified in the individual TO; and

b) Develop and deliver training. This task shall involve services, to include the following: technical support for developing or delivering training courses or modules, either in-person or by electronic delivery means, to include video training modules or computer-based training, development of training plans and course plans, development of specific training content, development of training aids, to include student guides or handbooks, and the delivery of training at sites, as specified in the individual TO. The contractor shall provide technical services for developing and delivering training to orient users on how to operate within a new or updated IBE and IDE.

C.4.6.2 Transformation Strategy: The contractor shall provide technical support for the establishment, modification, and execution of Governmental or Army dictated transformational strategies, to include the following: synchronization of all transformation activities that combine strategic planning, change management, strategic communications, continuous improvement, campaign planning, and quality management, and transition transformation to sustainment.

C.4.6.2.1 Strategic Planning Activities: The contractor shall support strategic planning analyses and activities to ensure that functional business areas, people, laboratories, technical thrusts and organizational areas of responsibility align to the corporate vision and mission, as specified in the individual TO.

C.4.6.2.2 Strategic Internal (Corporate) and External Communication Plans: The contractor shall provide technical support for the establishment and execution of strategic corporate communications (internal and external) roadmap, to include support to public affairs officials and outreach activities with targeted strategies designed to reach key stakeholders and customers. This work shall include the following: identifying strategic communications opportunities, developing branding strategies and developing and maintaining communication in multiple media formats.

C.4.6.2.3 Change Management: The contractor shall provide technical support to enable organizational change that shall include evaluating organizational progress towards meeting strategic goals, performance of continuous improvement and other change management activities, specialized leadership and change management training, workforce training processes, and organizational development support.

C.4.6.2.4 Enterprise Management: The contractor shall provide services to identify measures to ensure strategic plans are aligned with agency objectives and implemented IAW agency direction. Such services shall include review, comparison, and analysis of utilization of the workforce, processes, tools, laboratory management, operations and other technical activities in the execution of strategically aligned projects.

C.4.6.2.4.1 Enterprise Surge Support: The Contractor shall support surge requirements and needs for the enterprise functions to include, but not limited to, human capital management, developing and maintaining collaborative environments and mechanisms, laboratory management and operations, facilities management, quality process development and management, continuous improvement, portfolio management, technology transition, life cycle data management, enterprise corporate communications, and outreach, as specified in the individual TO.

C.4.6.2.4.2 Enterprise Quality Management: The contractor shall provide support to develop, implement, and manage the Enterprise Quality Management plan, establish and maintain a Quality Management System, track and measure progress, and provide reports as specified in the individual TO.

C.4.6.2.5 Lean Six Sigma and Continuous Improvement Strategy: The contractor shall provide technical support for the development and execution of continuous improvement concepts and strategies. This work shall involve tasks to include providing certified Lean Six Sigma (LSS); Design for Lean Six Sigma (DFLSS); and Design for Six Sigma (DFSS) expertise (Black Belt and Master Black Belt) in business

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and manufacturing processes. This will also include providing personnel experienced in continuous business improvement methodologies in order to provide personnel, training, and coaching or advisory assistance needed to support LSS, DFLSS, and DFSS activities to include the ad hoc use of specific tools; improvement methods; or statistical methods; and Design of Experiments, as specified in the individual TO. The contractor shall provide support to recommend, maintain, and synchronize core business processes and support the enterprise level annual business cycle to include the following: strategic planning process; identification and prioritization of critical enterprise needs; program analysis and evaluation (portfolio management); program development; technical program planning and execution; technology transition; human capital management; strategic transformation; laboratory management; and shall provide systems engineering service support to TACOM LCMC, as specified in the individual TO.

C.4.6.2.5.1 Process Improvements: The contractor shall provide services for the successful execution of customers process improvement efforts. The contractor shall support defining process improvement implementation strategy and tactics, and identifying specific, achievable benefits, and associated metrics. This work shall involve tasks, to include developing and providing instruction, performing consultation planning, leading projects, facilitating process improvement events, advising on the effectiveness of implementation, and validating benefits. The contractor shall provide statistical analyses of data sets and graphical presentations of findings.

C.4.6.2.6 Quality Management Strategy: The contractor shall provide technical support for the development and establishment of a quality management system.

C.4.6.2.7 Technology Transition Management: The contractor shall support the development and execution of technology transition plans as specified in the individual TO.

*** END OF NARRATIVE C0001 ***

C.5 ADDITION OF CLAUSES 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.

*** END OF NARRATIVE C0002 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2013

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via secure data collection site. The contractor is required to completely fill in all required data fields in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Direct labor hours (including sub-contractors);
- (6) Direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest

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city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at : <https://cmra.army.mil>.

[End of Clause]

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SECTION D - PACKAGING AND MARKING

D.1 ADDITION OF CLAUSE/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.

*** END OF NARRATIVE D0001 ***

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

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

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

Fixed-Price Clauses:

52.246-7 Inspection of Research and Development -- Fixed-Price (AUG 1996)

Cost-Reimbursement Clauses:

52.246-8 Inspection of Research and Development -- Cost Reimbursement (MAY 2001)

Time-and-Material and Labor-Hour Clauses:

52.246-6 Inspection - Time-and-Material and Labor-Hour (MAY 2001)

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

None Incorporated by Reference.

E.2 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.

*** END OF NARRATIVE E0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERIES OR PERFORMANCE CLAUSES

Clauses and other requirements regarding deliveries or performance shall be designated by the contracting officer at the task order (TO) level.

F.2 PLACE OF PERFORMANCE

The services to be provided under the R&D contract suite shall be accomplished at the locations identified in the TO and may include locations in the Continental United States (CONUS) and Outside the Continental United States (OCONUS).

F.3 R&D CONTRACT SUITE ORDERING PERIOD

The ordering period for the R&D contract suite will be five years from the date of the multiple-award indefinite-delivery, indefinite-quantity (MA IDIQ) awards.

F.4 TASK ORDER PERIOD OF PERFORMANCE

F.4.1 The period of performance of an individual TO will be considered when the requirement arises. Army Contracting Command-Warren (ACC-WRN) anticipates that most TOs issued against the R&D contract suite will have up to a three-year performance period; the most common performance schedule for TOs will be a 12-month base period with two 12-month option periods.

F.4.2 TOs may be awarded up to the last day of the R&D contract suite ordering period.

F.4.3 TO option periods may be exercised after the R&D contract suite ordering period expires as long as the total period of performance of that TO does not extend beyond three years after the R&D contract suite ordering period expires.

F.5 PERFORMANCE STANDARDS

F.5.1 The R&D MA IDIQ contract is a performance based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with individual TOs.

F.5.2 The contractor shall maintain an adequate accounting system throughout the performance period of any task order issued against the R&D contract suite.

F.5.3 Any proposed systems, compliances, and certifications shall be maintained at the contractors current level or higher at time of award throughout the ordering period of the R&D contract suite.

F.5.4 Deliverable and Reporting Requirements: TO deliverables and reporting will be specified by the contracting officer at the TO level. All deliverables and reports required by an individual TO shall be submitted prior to the last day of the period of performance, or in accordance with the delivery schedule specified in the TO, whichever is sooner. If a deliverable is due on a calendar day that falls on a weekend day or a Government holiday, the deliverable or report is due the following business day.

F.6 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

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

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

Fixed-Price Clauses:

52.242-15 Stop-Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

Cost-Reimbursement Clauses:

52.242-15 Stop-Work Order (AUG 1989) - Alternate I (APR 1984)

Clauses applicable to both Firm-Fixed Price, Cost-Reimbursement, and Time-and-Material or Labor Hour:

52.247-34 FOB Destination (NOV 1991)

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

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None Incorporated by Reference.

F.7 ADDITION OF CLAUSES/PROVISIONS AT THE TASK ORDER LEVEL

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

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICES

G.1.1 When the task order is other than firm-fixed price, the contractor shall submit invoice(s) to the Contracting Officer Representative (COR) for review and approval prior to uploading the invoices into WAWF. The COR will review, and if appropriate, approve the invoice(s) within 10 calendar days so the contractor can upload it into WAWF.

G.1.2 Each invoice shall contain the following supporting data:

G.1.2.1 Labor - Identify the individuals that worked, the hourly rate, the number of hours worked;

G.1.2.2 Travel - COR approval notices and the receipts to support the travel dollars spent; and

G.1.2.3 Other Direct Costs (ODCs)/Material - COR approval notices, a description of what was purchased, and the receipts to support what item(s) were purchased.

G.2 BILLING UNDER COST-PLUS-FIXED-FEE (CPFF) TASK ORDERS

G.2.1 Per FAR 16.306(d), a CPFF contract may take two basic forms completion or term.

G.2.1.1 A CPFF term contract is sometimes referred to as a CPFF level-of-effort (LOE) contract. Under term contracts, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period, upon contractor statement that the level of effort specified in the contract has been expended in performing the contract work. Therefore, contractors shall only submit for payment of the fee when these conditions have been met.

G.2.1.2 Under completion contracts, if the performance is considered satisfactory by the Government, the fixed fee is payable when the contractor completes and delivers the specified end product. Therefore, contractors shall only submit for payment of the fee when this has occurred.

G.3 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.

*** END OF NARRATIVE G0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

THIS CLAUSE WILL BE TAILORED AT TIME OF MA IDIQ AWARD AND FOR EACH SUBSEQUENT TASK ORDER AWARDED, SHOULD THE ADMINISTRATIVE INFORMATION BELOW CHANGE.

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

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

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

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

-1-

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

-2-

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

Routing Data Table*

Table with 2 columns: Field Name in WAWF, Data to be entered in WAWF. Rows include Pay Official DoDAAC, Issue By DoDAAC, Admin DoDAAC, Inspect By DoDAAC, Ship To Code, Ship From Code, Mark For Code, Service Approver (DoDAAC), Service Acceptor (DoDAAC), Accept at Other DoDAAC, LPO DoDAAC, DCAA Auditor DoDAAC, Other DoDAAC(s).

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

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

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(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

[End of Clause]

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disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

[End of Clause]

G-3 52.227-4004 RELEASE OF INFORMATION OCT/2012
(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

www.asaie.army.mil/Public/IE/Toolbox/documents/r360_1.pdf

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TO REQUIREMENTS

The following ordering procedures apply to all task orders issued under the R&D contract suite. Any services to be furnished under this MA IDIQ contract suite will be acquired by the Government via a task order.

H.1.1 Authority to Place a Task Order:

The R&D contract suite will be primarily used by PEO CS&CSS, PEO GCS, SoSE&I, TARDEC, and the enterprise agencies of TACOM LCMC. However, on a case-by-case basis, other contracting offices having Research and Development Service (R&D) requirements within the scope of this contract suite may be delegated authority to place orders against this contract suite by the TS3 PCO, Ms. Renee Collica, renee.m.collica.civ@mail.mil.

The Procuring Contracting Officer(s) (PCO) 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 R&D 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 R&D 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 issuance to have been accepted by the contractor.

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 R&D 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 Task Order Requests:

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

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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 Task Order Request information. The Government will only send Task Order Request packages to one email address per prime contractor. The Task Order Request will include submission requirements, evaluation criteria, and other information specific to the requirement. All contractors who receive the Task Order Request shall acknowledge receipt electronically to the person(s) of issue within two business days.

H.1.6.3 Task Order Requests will be issued by the Government when soliciting proposals for requirements under the R&D contract suite. Oral requests may be used when the requirements are urgent. However, it is the Governments intent to issue Task Order Requests 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 Task Order Request, 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 FAR, DFARS, and/or AFARS clauses, as well as any other terms and conditions, may be applicable.

H.1.6.6 Small Business Requirement:

H.1.6.6.1 On a case-by-case basis, a small business (SB) subcontracting requirement may be included in task orders. This requirement will apply to both SBs and OTSBS. SBs can propose to meet the SB subcontracting requirement via its own performance. If this requirement is added, the Task Order Request will identify the percentage of fully-loaded labor dollars to be subcontracted to SB concerns for each period of performance, not including any phase-in period. The Government will reject a contractors 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 Task Order Request 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 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 Task Order Request. Failure to provide the subcontracting information required above in a contractors task order proposal will 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 Task Order Request(s). 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 task order request. 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 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 offerors proposal, data obtained from other sources (e.g., Dun and Bradstreet (D&B) reports, DCAA audits, available industry market rates for labor and overhead), including the Past Performance Information Retrieval System (PPIRS) for CPARS data, ESRS data, and contractual 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 contracting officer approval prior to changing or adding any subcontractors at the task order level. The 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

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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 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; except 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 pricing matrix. Each pricing matrix consists of the same labor categories for each contractor. However, there may be Task Order Requests issued against TS3 which require the use of a labor category that is not contained in the pricing matrix. For those Task Order Requests, the proposed labor category shall be applied to the specific task order, shall utilize the same pricing methodology that the contractor used to develop its pricing matrix, and shall be subject to the applicable Changes clause. The contracting officer may require cost or pricing data, certified or other than certified, to support task order proposals or modifications IAW FAR 52.215-20 or 52.215-21.

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, contract employees shall continue performance at the work site as long as Government presence is available unless taking 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 contractor's R&D Pricing Labor Matrix (Attachment 0002) proposed in response to the MA 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 in accordance with 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 R&D 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 R&D Pricing Labor Matrix (Attachment 0002).

H.2.1.4.1.2 If a Task Order Request directs contractors to propose the labor mix to achieve the requirements of the Government, the contractor shall utilize its R&D 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 R&D 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 R&D Pricing Labor Matrix (Attachment 0002) cannot meet the requirements of the Government and how the proposed alternate labor category(ies) will do so.

H.2.1.4.2 The contractor shall certify that the proposed labor categories will meet the minimum qualifications proposed in response to all TORs solicited against the R&D contract suite throughout the entire performance period of the task order, regardless of the contract type. Certification shall occur in the Cost/Price volume.

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H.2.1.5 Overtime shall be explicitly authorized in advance by the contracting officer.

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 TS3. 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 this MA IDIQ contract.

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 unless authorized as Rest and Recuperation (R&R) associated with 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 performance of a task order under this contract.

H.2.2.5 All 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 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 costs 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.

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 52.215-21.

H.3 SB PROVISIONS

Name of Offeror or Contractor:**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 TS3 Family of Contracts unless the Small Business Administration (SBA) releases the SB from the program.

H.3.1.2 The R&D 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: All competitive task orders under the R&D contract suite will be solicited to all MA IDIQ holders unless one of the exceptions listed in FAR 16.505(b)(2) applies. However, IAW FAR 19.502-4(c) the PCO has the discretion to set-aside requirements for the restricted pool.

H.3.1.3.1 During the Open Season period, the TS3 PCO has the unilateral discretion to establish a SBSA threshold based on SB utilization.

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 Offerors 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 R&D 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 during the TS3 R&D MA IDIQ performance period during which new contractors may be added, via On-Ramping, to the R&D contract suite. This may result in a change in the total number of SB and/or OTSB MA IDIQ R&D contractors. Any new IDIQ 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 Proposals, RFP, including a sample or representative R&D task order.

H.5.3 Existing R&D 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 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 Instructions. Work and labor hours associated with the technical instructions 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, 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.

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

H.6.3.6 Identification of the CLIN under which the work is to be performed.

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 Subpart 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 on Government Installations 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.

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:

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 legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday.

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

H.10.2.3 Any other day designated by Presidential Proclamation

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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 Government Installation(s).

H.11 CORPORATE CHANGES

H.11.1 The contractor shall notify both the PCO and 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 this R&D contract suite.

H.11.2 The contractor shall provide the TS3 PCO copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buy-outs, 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 working on a Government installation as specified in the individual task order.

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

H.13 WORK ON A GOVERNMENT INSTALLATION

In performing work under this contract on a Government installation or in a Government building, 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 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 an issued task order;

H.13.5 Provide and enforce the use of all required Personal Protective Equipment (PPE), as prescribed in the applicable OSHA Standard, 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 must be presented to obtain an appropriate contractors security badge. Upon completion and/or termination of a contract employees employment, the contractor is responsible for ensuring 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 and employee that is barred from a Government installation.

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

H.14 CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR) AND CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (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

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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 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 Contractor Manpower Reporting (CMR) database. The reporting period shall be the period of performance that does not exceed 12 months, ending 30 September of each Government fiscal year. All data must be reported by 31 October of each calendar year. The contractor's 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.16.2 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 against it. Any OCI(s) identified prior to award of the MA IDIQ contract and task order issued against it shall be addressed in paragraph H.16.3. OCIs that are not identified until after award shall be 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 terminate the task order and/or MA IDIQ contract 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 H.16.3, and notify the PCO of any potential or actual OCIs before the closing date of solicitation. Reference L.3.7.

H.16.3.1 Contractor employees work on Government premises in close proximity to Government employees, exposing the Contractor employees to potential source-selection 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 other 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.

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 above, the contractor will take the following actions:

H.16.4.1 Organizational Conflict of Interest Mitigation Plan

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H.16.4.1.1 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 order. 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 R&D MA IDIQ 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, or 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 an 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 Notwithstanding 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 contract.

H.16.4.1.5.2 Subcontracts: The contractor shall include the subject organizational conflict of interest 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 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 PCO 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 SOW or 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 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;

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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 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 the task order notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with 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 Task Order Request if required.

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 specific location wage determinations as appropriate. Additional information to assist in determining SCA applicability may be obtained at <https://www.dol.gov/esa/regs/compliance/whd/fairpay/main.htm>.

The offeror/contractor is responsible for ensuring 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 on the task order, it is incumbent upon the contractor to 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 those labor descriptions and loaded labor rates under the DBA. The contractor shall be responsible for ensuring 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

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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 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 R&D 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. The contractor shall account for all conceivable contingencies when developing its ceiling rates for each labor category listed in the R&D Pricing Labor Matrix (Attachment 0002).

These ceiling rates are applicable for all contract types. For cost-plus-fixed-fee, the maximum reimbursable amount per labor hour per labor category is the ceiling rate from the R&D Pricing Labor Matrix (Attachment 0002) minus the fixed fee dollars proposed for the task order, regardless if actual costs exceed that amount.

*** END OF NARRATIVE H0001 ***

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 task order request.

*** END OF NARRATIVE H0002 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING	AUG/2012

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) System for Award Management (SAM). The SAM registration process may be done electronically at the World Wide Web (WWW) site: <https://www.sam.gov/portal/public/SAM>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate Army Contracting Command - Warren webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
 Rock Island - JMTC: <https://acquisition.army.mil/asfi/>
 Red River Army Depot: <https://acquisition.army.mil/asfi/>
 Anniston Army Depot: <https://acquisition.army.mil/asfi/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic SAM registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be

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submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically:
<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: usarmy.detroit.acc.mbx.wrn-web-page@mail.mil or by calling (586) 282-7059.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

I.1 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

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

I.1.1 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)

FIXED-PRICE CLAUSES:

52.229-3 Federal, State, and Local Taxes (FEB 2013)
52.232-2 Payments under Fixed-Price Research and Development Contracts (APR 1984)
52.232-8 Discounts for Prompt Payments (FEB 2002)
52.232-11 Extras (APR 1984)
52.243-1 Changes -- Fixed Price (AUG 1987) -- Alternate V (APR 1984)
52.249-2 Termination for Convenience (Fixed Price) (APR 2012)
52.249-9 Default (Fixed-Price Research and Development) (APR 1984)

COST-REIMBURSEMENT CLAUSES:

52.215-23 Limitations on Pass-Through Charges (OCT 2009)
52.216-7 Allowable Cost and Payment (JUN 2013)
52.222-2 Payment for Overtime Premiums (JUL 1990)
52.228-7 Insurance-Liability to Third Persons (MAR 1996)
52.233-3 Protest After Award (AUG 1996) -- Alternate I (JUN 1985)
52.242-1 Notice of Intent to Disallow Costs (APR 1984)
52.242-3 Penalties for Unallowable Costs (MAY 2014)
52.242-4 Certification of Final Indirect Costs (JAN 1997)
52.243-2 Changes -- Cost-Reimbursement (AUG 1987) -- Alternate V (APR 1984)
52.244-2 Subcontracts (OCT 2010)
52.244-5 Competition in Subcontracting (DEC 1996)
52.247-1 Commercial Bill of Lading Notations (FEB 2006)
52.249-6 Termination (Cost Reimbursement) (MAY 2004)
52.249-14 Excusable Delays (APR 1984)

TIME-AND-MATERIAL OR LABOR-HOUR CLAUSES:

52.216-7 Allowable Cost and Payment (JUN 2013)*
*Only applicable to the Materials portion of a Time-And-Material order. Not applicable to Labor-Hour order.
52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012)
52.242-3 Penalties for Unallowable Costs (MAY 2014)
52.242-4 Certification of Final Indirect Costs (JAN 1997)
52.244-2 Subcontracts (OCT 2010)
52.243-3 Changes - Time-and-Material or Labor-Hours (SEP 2000)
52.246-6 Inspection - Time-and-Material and Labor-Hour (MAY 2001)
52.249-14 Excusable Delays (APR 1984)
52.249-6 Termination (Cost Reimbursement) (MAY 2004) -- Alternate IV (SEP 1996)

CLAUSES APPLICABLE TO FIXED-PRICE, COST-REIMBURSEMENT AND TIME-AND-MATERIALS OR LABOR-HOUR CONTRACTS:

52.202-1 Definitions (NOV 2013)
52.203-3 Gratuities (APR 1984)
52.203-5 Covenant Against Contingent Fees (MAY 2014)
52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7 Anti-Kickback Procedures (MAY 2014)
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
52.204-2 Security Requirements (AUG 1996)
52.204-4 Printed or Copied double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
52.204-13 System for Award Management Maintenance (JUL 2013)
52.209-6 Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)

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52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)
52.210-1 Market Research (APR 2011)
52.211-5 Material Requirements (AUG 2000)
52.215-2 Audit and Records -- Negotiation (OCT 2010)
52.215-8 Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-11 Price Reduction for Defective Cost or Pricing Data -- Modifications (AUG 2011)
52.215-13 Subcontractor Cost or Pricing Data -- Modifications (OCT 2010)
52.215-21 Requirement for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (OCT 2010)
52.216-8 Fixed Fee (JUN 2011)
52.216-10 Incentive Fee (JUN 2011)**
**If an Incentive Fee type is utilized, the PCO shall complete paragraph (e) at the task order level.
52.217-8 Option to Extend Services (NOV 1999)
52.217-9 Option to Extend the Term of the Contract (MAR 2000)***
***If Options are included, the PCO shall complete paragraphs (a) and (c) at the task order level.
52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)
52.219-6 Notice of Total Small Business Set Aside (NOV 2011)
52.219-8 Utilization of Small Business Concerns (MAY 2014)
52.219-9 Small Business Subcontracting Plan (DEVIATION 2013-00014)(AUG 2013) -- Alternate II (OCT 2001)
52.219-13 Notice of Set-Aside of Orders (NOV 2011)
52.219-14 Limitations on Subcontracting (NOV 2011)
52.219-16 Liquidated Damages -- Subcontracting Plan (JAN 1999)
52.219-28 Post-Award Small Business Representation (JUL 2013)
52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
52.222-17 Nondisplacement of Qualified Workers (MAY 2014)
52.222-21 Prohibition of Segregated Facilities (FEB 1999)
52.222-26 Equal Opportunity (MAR 2007)
52.222-35 Equal Opportunity for Veterans (SEP 2010)
52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
52.222-37 Employment Reports on Veterans (SEP 2010)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-41 Service Contract Labor Standards (MAY 2014)
52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)
52.222-50 Combating Trafficking in Persons (FEB 2009)
52.222-54 Employment Eligibility Verification (AUG 2013)
52.223-6 Drug-Free Workplace (MAY 2001)
52.223-18 Encouraging Contracting Policies to Ban Text Messaging While Driving (AUG 2011)
52.223-19 Compliance with Environmental Management Systems (MAY 2011)
52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-1 Authorization and Consent (DEC 2007) - Alternate I (APR 1984)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014)
52.230-2 Cost Accounting Standards (MAY 2014)
52.230-6 Administration of Cost Accounting Standards (JUN 2010)
52.232-17 Interest (MAY 2014)
52.232-23 Assignment of Claims (MAY 2014)
52.232-25 Prompt Payments (JUL 2013)
52.232-33 Payment by Electronic Funds Transfer -- System for Award Management (JUL 2013)
52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.233-1 Disputes (MAY 2014)
52.233-3 Protest After Award (AUG 1996)
52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3 Continuity of Services (JAN 1991)
52.242-13 Bankruptcy (JUL 1995)
52.244-6 Subcontracts for Commercial Items (MAY 2014)
52.246-23 Limitation of Liability (FEB 1997)
52.246-25 Limitation of Liability -- Services (FEB 1997)
52.247-63 Preference for U.S. Flag Air Carriers (JUN 2003)
52.248-1 Value Engineering (OCT 2010)
52.253-1 Computer Generated Forms (JAN 1991)

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FIXED-PRICE CLAUSES:

252.243-7001 Pricing of Contract Modifications (DEC 1991)
252.246-7001 Warranty of Data -- Alternate II (MAR 2014)

COST-REIMBURSEMENT CLAUSES:

252.242-7005 Contractor Business Systems (FEB 2012)
252.242-7006 Accounting System Administration (FEB 2012)
252.244-7001 Contractor Purchasing System Administration - Basic (MAY 2014)
252.246-7001 Warranty of Data -- Basic (MAR 2014)

TIME-AND-MATERIAL OR LABOR-HOUR CLAUSES:

252.242-7006 Accounting System Administration (FEB 2012)

CLAUSES APPLICABLE TO FIXED-PRICE, COST-REIMBURSEMENT, AND TIME-AND-MATERIAL OR LABOR-HOUR:

252.201-7000 Contracting Officers Representative (DEC 1991)
252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (DEC 2008)
252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
252.203-7003 Agency Office of the Inspector General (DEC 2012)
252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012)
252.204-7000 Disclosure of Information (AUG 2013)
252.204-7002 Payment of Subline Items Not Separately Priced (DEC 1991)
252.204-7003 Control of Government Personnel Work Product (APR 1992)
252.204-7004 Alternate A, System for Award Management (FEB 2014)
252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
252.204-7006 Billing Instructions (OCT 2005)
252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)
252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)
252.209-7004 Subcontracting with Firms that Are Owned or Controlled by the Government of a Terrorist Country (MAR 2014)
252.215-7000 Pricing Adjustments (DEC 2012)
252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (DEVIATION 2013-00014) (AUG 2012)
252.222-7002 Compliance with Local Labor Laws (Overseas) (JUN 1997)
252.223-7004 Drug-Free Workforce (SEP 1988)
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 2012)
252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013)
252.225-7004 Report of Intended Performance Outside the United States And Canada Submission After Award (OCT 2010)
252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (OCT 2010)
252.225-7012 Preference for Certain Domestic Commodities (FEB 2013)
252.225-7048 Export-Controlled Items (JUN 2013)
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)
252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)
252.227-7015 Technical Data -- Commercial Items (FEB 2014)
252.227-7016 Rights in Bid or Proposal Information (JAN 2011)
252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
252.227-7019 Validation of Asserted Restrictions -- Computer Software (SEP 2011)
252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)
252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 1988)
252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)
252.227-7030 Technical Data -- Withholding of Payment (MAR 2000)
252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)
252.227-7038 Patent Rights -- Ownership by the Contractor (Large Business) (JUN 2012)
252.227-7039 Patents -- Reporting of Subject Inventions (APR 1990)
252.231-7000 Supplemental Cost Principles (DEC 1991)
252.232-7003 Electronic Submission of Payment Requests (JUN 2012)
252.232-7010 Levies on Contract Payments (DEC 2006)
252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
252.243-7002 Requests for Equitable Adjustment (DEC 2012)

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Name of Offeror or Contractor:

252.244-7000 Subcontracts for Commercial Items (JUN 2013)
 252.246-7003 Notification of Potential Safety Issues (JUN 2013)
 252.247-7023 Transportation of Supplies by Sea (APR 2014)

I.2 COMMERCIAL TASK ORDER PROVISIONS/CLAUSES INCORPORATED BY REFERENCE FOR ADMINISTRATIVE AND INFORMATIONAL PURPOSES ONLY

The following solicitation and contract provision(s)/clause(s) apply only to task orders the contracting officer determines to be commercial in accordance with the definition contained in FAR 2.101. The provision(s)/clause(s) and dates shall remain unchanged throughout the ordering period of the R&D contract suite unless changed through a bilateral modification to the MA IDIQ contract.

I.2.1 FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)**FIXED-PRICE CLAUSES:**

52.212-4 Contract Terms and Conditions -- Commercial Items (MAY 2014)

TIME-AND-MATERIAL OR LABOR-HOUR CLAUSES:

52.212-4 Contract Terms and Conditions -- Commercial Items (MAY 2014) - Alternate I (MAY 2014)

CLAUSES APPLICABLE TO BOTH FIRM-FIXED PRICE AND TIME-AND-MATERIAL OR LABOR-HOUR:

52.203-3 Gratuities (APR 1984)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JUN 2014)****

****Full text of this clause is reproduced below. Paragraphs (b), (c), and (d) of the clause will be filled in at the task order level.

I.2.2 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) (48 CFR CHAPTER 2)

252.201-7000 Contracting Officers Representative (DEC 1991)
 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
 252.203-7003 Agency Office of the Inspector General (DEC 2012)
 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
 252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)
 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)
 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (DEVIATION 2013-O0014) (AUG 2012)
 252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013)
 252.225-7012 Preference for Certain Domestic Commodities (FEB 2013)
 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
 252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)
 252.227-7015 Technical Data -- Commercial Items (FEB 2014)
 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)
 252.232-7003 Electronic Submission of Payment Requests (JUN 2012)
 252.232-7010 Levies on Contract Payments (DEC 2006)
 252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)
 252.235-7011 Final Scientific or Technical Report (NOV 2004)
 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
 252.243-7002 Requests for Equitable Adjustment (DEC 2012)
 252.244-7000 Subcontracts for Commercial Items (JUN 2013)
 252.246-7003 Notification of Potential Safety Issues (JUN 2013)
 252.247-7023 Transportation of Supplies by Sea (APR 2014)

I.3 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.

*** END OF NARRATIVE I0001 ***

Regulatory Cite	Title	Date
I-1	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUN/2014

Name of Offeror or Contractor:

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22U.S.C. 7104(g)).

--Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)(section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

___ (11) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011) of 52.219-6.

___ (iii) Alternate II (Nov 2011) of 52.219-6.

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013)(15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

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Name of Offeror or Contractor:

- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Jul 2010) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (22) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Jul 2013)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (23) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (24) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)
- ___ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).
- ___ (26) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (27) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ___ (28) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ___ (29) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (31) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- ___ (32) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- ___ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- ___ (34) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).
- ___ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (39)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

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Name of Offeror or Contractor:

- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- ___ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (43) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ___ (44)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (MAY 2014) of 52.225-3.
- ___ (iii) Alternate II (MAY 2014) of 52.225-3.
- ___ (iv) Alternate III (MAY 2014) of 52.225-3.
- ___ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (46) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- ___ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (52) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- ___ (53) 52.232-34, Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration (Jul 2013)(31 U.S.C. 3332).
- ___ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ___ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ___ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- ___ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or

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Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Oct 2010)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2010)(38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

Name of Offeror or Contractor:

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

I-2 52.216-19 ORDER LIMITATIONS OCT/1995

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

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

(1) Any order for a single item in excess of \$317 Million;

(2) Any order for a combination of items in excess of \$317 Million; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I-3 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

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

[End of Clause]

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Name of Offeror or Contractor:

I-7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-8 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:

<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-9 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/

or

<http://sellingtoarmy.info/User/ShowPage.aspx?SectionID=12>

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	DATA DELIVERABLE REQUIREMENT TO SATISFY MINIMUM QUANTITY		004	DATA
Attachment 0002	R&D PRICING LABOR MATRIX (WITH LABOR DESCRIPTIONS/MINIMUM QUALIFICATIONS)		001	DATA
Attachment 0003	R&D EXPERIENCE MATRIX/NARRATIVE		001	DATA
Attachment 0004	R&D CROSS-REFERENCE MATRIX		001	DATA
Attachment 0005	R&D SMALL BUSINESS PARTICIPATION FACTOR WORKBOOK		001	DATA
Attachment 0006	SMALL BUSINESS PARTICIPATION FACTOR WORKBOOK INSTRUCTIONS		001	DATA
Attachment 0007	RESERVED		001	DATA
Attachment 0008	RESERVED		001	DATA
Attachment 0009	TASK ORDER REQUEST: BLAST MITIGATION		001	DATA
Attachment 0010	TOR ATTACHMENT 1, BLAST MITIGATION PWS		011	DATA
Attachment 0011	TOR ATTACHMENT 2, BLAST MITIGATION CDRLS		007	DATA
Attachment 0012	TOR ATTACHMENT 3, R&D PRIME PROPOSAL SUMMARY FILE - BLAST MITIGATION		001	DATA
Attachment 0013	TOR ATTACHMENT 4, BLAST MITIGATION TDP OPTION SELECTION WORKSHEET		001	DATA

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

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

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

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)
- 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan Certification (AUG 2009)
- 52.225-25 Prohibition on Contracting With Entities Engaging in Sanctioned Activities Relating to Iran Representation and Certification (DEC 2012)

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

- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)
- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

K.2 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.

*** END OF NARRATIVE K0001 ***

Regulatory Cite	Title	Date
K-1	52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2014

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500.

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

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

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to

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solicitations expected to exceed \$150,000.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

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

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

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

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

Name of Offeror or Contractor:

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

Name of Offeror or Contractor:

also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

[End of Provision]

K-3	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985
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(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of 120 calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-4	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
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(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

[End of Provision]

K-5	52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
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(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

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(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

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

[End of Provision]

K-6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that --

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

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

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

[End of Provision]

K-7 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION MAY/2012

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement Cost Accounting Practices and Certification

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(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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II. Cost Accounting Standards Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

[End of Provision]

K-8 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

[End of Provision]

K-9 252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX OCT/2013
 (DEV 2014- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR
 00004) 2014 APPROPRIATIONS (DEV 2014-00004)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

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

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

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(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

[End of Provision]

K-10 52.215-4010 AUTHORIZED NEGOTIATORS MAR/2013
 (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME: _____
TITLE: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

NAME: _____
TITLE: _____
TELEPHONE NUMBER: _____
EMAIL ADDRESS: _____

[End of Provision]

K-11 52.225-4003 IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED MAR/1990
 (TACOM) KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.

(ii) [] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL PREPARATION INSTRUCTIONS

L.1.1 General: The offerors 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 offerors 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 offerors 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 offerors 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 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	25 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 PM Eastern Standard Time on Wednesday, 03 September 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 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.

L.1.5 Proposal Submission Guidance: The offerors 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, usarmy.detroit.acc.mbx.wrn-rd@mail.mil, in order to request an explanation of any aspect of these instructions. The question and answer period for the R&D RFP will close at 5:00 PM Eastern Standard Time on Tuesday, 12 August 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 Blast Mitigation TOR in order to be eligible for award of a basic MA IDIQ R&D contract, the Blast Mitigation task order is not subject to a SBSA. All interested offerors must submit a proposal for the

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Blast Mitigation task order with their R&D MA IDIQ proposal.

L.2.1.10 Proposals shall conform to the requirements of this solicitation. All offerors, including joint ventures, 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 the Section A Clause, entitled TACOM-Warren Electronic Contracting, 52.204-4016.

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 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.

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 541712 (Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology); current size standard of 500 employees).

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 he has an actual or perceived OCI, see paragraph L.3.6.3 below.

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 contracts, subcontracts, consulting, or teaming arrangement(s) where they may be in a position of actual or perceived bias or unfair competitive advantage.

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L.3.7.3 Offerors shall disclose any potential OCI situations as soon as identified, including prior to proposal submission. The disclosure shall include a statement of the facts and an analysis of how those facts create the actual or perceived conflict. The offeror shall recommended 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 an offeror signed 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 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.

L.3.8.1 FCL is not required for award of a R&D MA IDIQ contract. FCL may be required to be eligible for award of future task orders. (Reference M.2.3)

L.3.9 Accounting System: In order to be considered for award of a R&D MA IDIQ contract and subsequent cost-type task orders awarded hereunder, 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) 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 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 Contractors Accounting System.

L.3.10 Joint Venture: To be recognized as a joint venture as referenced in Section A.4.3 and eligible for award of a R&D MA IDIQ contract and subsequent task orders, the membership arrangements of the joint venture must be identified and the company relationships fully disclosed in the offerors proposal IAW FAR 9.603. A copy of the agreement establishing the joint venture must contain the signatures of all of the members comprising the joint venture. (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 joint venture are considered to be a single prime offeror. Therefore, the Government will evaluate the experience of all of the members of a joint venture under the experience factor. The Government will evaluate the experience of all members of a joint venture 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 joint venture 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, L.4.1.2.2, L.4.1.2.3 and L.4.1.2.4, 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, L.4.1.2.2, L.4.1.2.3 and L.4.1.2.4. 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.

L.4.1.2 Relevant Contracts. Relevant contracts are those which are similar in scope to this solicitation requirement(s) described below in paragraphs L.4.1.2.1, L.4.1.2.2, L.4.1.2.3 and L.4.1.2.4. 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

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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 R&D 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) (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 tasks relevant to the R&D SOW key tasks set forth in paragraphs C.4.1 through C.4.6.

L.4.1.2.2 Service contracts performed which included prototype development, focused on applied science and research projects. Include detail discussing the prototype development that was performed.

L.4.1.2.3 Service contracts performed which required design and validation testing, with a focus on modifications or additions to complex systems, of the following: a.) vehicle systems; or b.) applied science and research projects. Include detail discussing the design and validation testing that was performed.

L.4.1.2.4 Service contracts performed which required modeling and simulation experience, focused on the following: a.) complex system interactions with external forces; or b.) modifications to existing complex systems.

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 R&D 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 Officers Representative (COR)), 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, L.4.1.2.2, L.4.1.2.3 and L.4.1.2.4; 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, L.4.1.2.2, L.4.1.2.3 and L.4.1.2.4.

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.

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L.4.4 Cross-Reference Matrix: In addition to populating the R&D Experience Matrix/Narrative (Attachment 0003) required by paragraph L.4.2, the offeror shall also complete the R&D 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, based on the relevance definitions provided within the R&D Cross-Reference Matrix (Attachment 0004). The offerors 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, L.4.1.2.2, L.4.1.2.3 and L.4.1.2.4.

L.5 VOLUME III TECHNICAL FACTOR

L.5.1 The offeror shall provide its technical approach to performing the Blast Mitigation task order. The offerors 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 Analyze the Blast Mitigation PWS (Attachment 0010) and discuss the key success drivers and risks associated with performance, schedule, and cost for successfully achieving task order requirements and objectives. Additionally, offerors shall discuss how cost efficiencies will be realized during the performance period of the Blast Mitigation PWS (Attachment 0010) to reduce costs and avoid cost overruns.

L.5.1.2 Based on the analysis of the Blast Mitigation 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 Blast Mitigation PWS (Attachment 0010).

L.5.1.3 Based on the analysis of the Blast Mitigation PWS (Attachment 0010), discuss the composition of the proposed workforce by labor category/position, including the minimum qualifications (years and types of experience), to perform the requirements of the Blast Mitigation 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 the 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 Governments 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 R&D Prime Proposal Summary File Blast Mitigation (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 R&D Pricing Labor Matrix: 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 R&D 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 this contract. 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 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 Blast Mitigation Task Order. The offeror shall prepare its cost/price factor volume consistent with the Blast Mitigation task order technical proposal provided under the Technical Factor; see paragraph L.5.

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L.6.2.2.1 Offerors Format Spreadsheets: The offeror shall provide spreadsheets, in accordance with their own accounting practices, as added tabs to the R&D Prime Proposal Summary File Blast Mitigation (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 provide the methodology of the proposed 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).

(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 R&D Prime Proposal Summary File Blast Mitigation (Attachment 0012).

L.6.2.2.1.3 Subcontracts:

(a) A quarterly time-phased breakout of the subcontract costs, by labor category; and

(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 subcontractors 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 (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 these 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 offerors 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 years 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 R&D Prime Proposal Summary File Blast Mitigation (Attachment 0012):

(a) The offeror shall provide the proposed labor categories and estimated direct labor hours.

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(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.

(d) The Government has provided estimated dollars for Material. The offeror shall provide associated burdens, if any, on the Government provided Material for the Blast Mitigation 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 Offerors Format Spreadsheets (L.6.2.2.1) to the U.S. Government Format Spreadsheets (L.6.2.2.2) within the R&D Prime Proposal Summary File Blast Mitigation (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, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

(c) "Contractor team arrangements (CTA)" are defined in FAR 9.601(1) and include partnerships, joint ventures, 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 joint ventures 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

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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 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 R&D Prime Proposal Summary File Blast Mitigation (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 contractor team arrangement, 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) Joint Venture, 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 small business size and socioeconomic status. This certification shall contain on the same page as the size and status claimed, the signature of the official authorized to sign for 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 this L.7, the Government may use other resources to evaluate the offerors Small Business Participation 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 R&D Prime Proposal Summary File - Blast Mitigation (Attachment 0012).

(a) The following count toward an OTSB offeror's proposed SBF 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 joint venture 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 joint venture prime. This includes any separate legal entity as well as the joint venture members. For purposes of this SBP factor, joint venture members are considered part of the prime, even if they are designated as subcontractors in the joint venture legal agreement.

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

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

(a) The Small Business Subcontracting Plan:

(1) is not required of small businesses.

(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 R&D Prime Proposal Summary File Blast Mitigation (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 identified in the R&D Prime Proposal Summary File Blast Mitigation (Attachment 0012).

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

*** END OF NARRATIVE L0001 ***

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 (FAR) (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 (DFARS) (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.

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*** END OF NARRATIVE L0002 ***

Regulatory Cite	Title	Date
L-1 52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010)	OCT/2010

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

(b) Provide data described below:

The contracting officer reserves the right to require the offeror to submit the information described in (1) below to determine reasonableness of the offered price(s). If that information is inapplicable or inadequate for determining price reasonableness, the contracting officer reserves the right to require the offeror to submit the information described in (2) below.

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

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

(b) For catalog, price list or other items, evidence of prices charged customers in the commercial market, under similar circumstances. This may include copies of contracts (or invoices) with commercial customers to document the prices charged.

(2) If the contracting officer determines the submitted information to be inadequate, the offeror shall submit a breakdown of the elements of cost (material, labor, overheads, other direct costs, packaging, G&A, profit or fee, etc.) used in the development of (or to support) the proposed price. For each of these elements of cost, the contracting officer reserves the right to require the offeror to also provide enough supporting detail or rationale to enable the contracting officer to evaluate the reasonableness of the cost element(s) (FAR 15.403-1(c)(3)(ii)(c)).

[End of Clause]

L-2 52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of an MA IDIQ contract resulting from this solicitation which provides for the flexibility for any type, variation, or combination of fixed-price, cost-reimbursement, incentive, award, and time-and-materials or labor-hours type task orders.

[End of Provision]

L-3 52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN: CCTA (Army Contracting Command Warren - Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd., Warren, MI 48397-5000..

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-4 52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information

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

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARa.HTM>

[End of Provision]

L-5 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

L-6 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES MAY/2011
(TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Unless specifically authorized elsewhere in this solicitation, paper offers will not be accepted. The term "handcarried offers" generally refers to offers contained on electronic media, which we recognize may be delivered "by hand." Handcarried offers must be delivered to Building 255.

(b) Handcarried offers, including disks or other electronic media, shall be addressed to:

U.S. Army Contracting Command - Warren
Bid Room, Bldg 231, Mail Stop 303
6501 East 11 Mile Road
Warren, MI 48397-5000

(c) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Offer Receipt Office at the above address.

(d) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(e) Handcarried offers must be delivered to Building 255. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 255. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Offer Receipt Office in Building 231.

(f) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(g) Packages must be delivered to Building 255 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-7 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract

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system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-8 52.215-4502 PARTNERING MAY/1999

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

[End of Provision]

L-9 DA, 52.215-5111 ABILITY ONE SUBCONTRACTING CREDIT APR/2010

a. In accordance with Public Law 102-396, AbilityOne organizations will be afforded the maximum practical opportunity to participate as subcontractors and suppliers in the performance of this contract.

b. As prescribed by 10 U.S.C. 2401d and Section 9077 of Public Law 102-396, and in accordance with DFARS 219-703, Eligibility requirements for participating in the program, offers may receive credit toward the small business subcontracting goal for subcontracts placed with qualified nonprofit agencies participating in the AbilityOne program. AbilityOne organizations are qualified nonprofit agencies for the blind and other severely disabled that are approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (41 U.S.C. 46-48).

c. For additional information on AbilityOne's program and products see <http://www.abilityone.gov/index.html>

d. For additional information on DoD activities in support of AbilityOne, see http://www.acq.osd.mil/dpap/cpic/cp/abilityone_program.html

[End of Provision]

L-10 52.219-4004 SUBMISSION OF SUBCONTRACTING PLAN MAY/2012
(TACOM)

(a) Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted as an attachment to the offer in response to this solicitation.

(b) Each page of the subcontracting plan shall be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification.

(c) Include goals for R&D Prime Proposal Summary File Blast Mitigation (Attachment 0012) ONLY. List goals for the Basic and each

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Option separately for the Task Order.

(d) Failure to submit and negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract may render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses at the prime contract and subcontract levels. In view of this Congressional mandate, the offeror shall provide, within the plan, a specific explanation of any small disadvantaged business goal of less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

L-11 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2013

Complete AMC Protest Procedures can be found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

An agency protest may be filed with either the contracting officer or to HQAMC but not both following the procedures listed on the website above.

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 The Government plans to award approximately 13 R&D MA IDIQ contracts as a result of this solicitation which may consist of eight contract awards to SBs and five contract awards to 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. Both SBs and OTSBs are eligible to compete for award of all task orders under the R&D contract suite. 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 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 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 the contractors rates within the R&D Pricing Labor Matrix (Attachment 0002) must be deemed reasonable. This may result in MA IDIQ awards that are not necessarily those with the lowest total evaluated cost/price.

M.1.1.1 The Government will evaluate proposals 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 541712, Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology). The full and open pool will contain all offerors who do not qualify for the restricted pool.

M.1.2 Selection of the successful offerors 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 award multiple contracts that represent the Best Value to the Government, to those offerors who meet all of the responsibility criteria contained 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 (Reference L.3.8).

M.2.4 The Government reserves the right to discuss any information submitted by an offeror relating to provision L.3.10, "Joint Venture". The contracting officer may initiate such dialogue at any time during the evaluation of proposals. Offerors proposing under a joint venture that fail to provide verification of an established joint venture will not be treated as a joint venture 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 the Proposal Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the contracting officer, in writing before the closing date of this solicitation. In accordance with 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 offerors proposal that fails to meaningfully comply with the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of when an offerors proposal fails to meaningfully comply include:

M.3.1.2.1 When an offerors 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 offerors proposal fails to provide any of the data and information required in Section L.

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

M.3.1.2.4 When an offerors proposal merely repeats the contracts SOW/PWS without elaboration.

M.3.1.3 The Government may reject any offerors proposal that offers a service that does not meet all stated material requirements of

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the solicitation.

M.3.1.4 The Government may reject any offerors 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 offerors proposal that contains one or more Organizational Conflicts of Interest (OCI) 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 contracting officer 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 contracting officer. 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 offerors facility. An offerors refusal to authorize the Government visit its facility may result in a determination the offeror is not responsible. If the Government visits the offerors 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 evaluation 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 Section M. The Government will evaluate proposals as specified herein. Each evaluation will include narrative support for the evaluation conclusions under each factor.

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.

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M.5 EVALUATION OF VOLUME II - EXPERIENCE FACTOR (reference the proposal information 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 as the prime contractor which included contractor team arrangement(s) (as defined by FAR 9.601) 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 tasks relevant to those set forth in the R&D SOW.

M.5.1.2 Service contracts performed which included prototype development focused on applied science and research projects. Include detail discussing the prototype development that was performed.

M.5.1.3 Service Contracts performed which required design and validation testing, with a focus on modifications or additions to complex systems, of the following: a.) vehicle systems; or b.) applied science and research projects. Include detail discussing the design and validation testing that was performed.

M.5.1.4 Service Contracts performed which required modeling and simulation experience, focused on the following: a.) complex system interactions with external forces; or b.) modifications to existing complex systems.

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 a contract.

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

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

M.6.1.1 The Government will evaluate the offerors analysis and discussion of key success drivers and risks of the Blast Mitigation 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 Blast Mitigation 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 offerors proposed technical approach will result in timely completion of the Blast Mitigation task order requirements.

M.6.1.3 Based on the proposed technical approach, the extent to which the offeror has specifically identified and discussed the proposed workforce by labor category/position, including the minimum qualifications (years and types of experience) required to execute the technical approach, and the risk that the offerors proposed workforce will meet task order requirements.

M.7 EVALUATION OF VOLUME IV - COST/PRICE FACTOR (reference the proposal information 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 R&D 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 R&D Prime Proposal Summary File - Blast Mitigation (Attachment 0012), to accomplish the technical approach for the Blast Mitigation task order. The assessment of the total evaluated cost/price will include consideration of the reasonableness, as defined in paragraph M.7.3, and realism, 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 shall evaluate 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 effort to meet program requirements and objectives. The result of the 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 realism analysis.

M.7.5 The Government will assess the proposed fully loaded labor rates in the R&D Pricing Labor Matrix (Attachment 0002) and the total evaluated cost/price from the R&D Prime Proposal Summary File - Blast Mitigation (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 cost/price to accomplish the solicitation requirements.

Name of Offeror or Contractor:

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

M.8.1 The evaluation will consist of the following:

M.8.1.1 An assessment of the extent of the offerors proposed levels of participation by SB concerns compared against the Governments 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 R&D Prime Proposal Summary File - Blast Mitigation (Attachment 0012).

- 9% for Small Business (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 Governments 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.

*** END OF NARRATIVE M0001 ***

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 (FAR) (48 CFR CHAPTER 1)

None Incorporated by Reference.

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) (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.

*** END OF NARRATIVE M0002 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1 52.209-4011 ALT I	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	APR/2011

- (a) We may award up to 13 MA IDIQ contracts to the offerors that:
- (1) submit the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
 - (2) submit a bid or proposal that meets all the material requirements of this solicitation, and
 - (3) meet all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
- (1) arrange a visit to your plant and perform a preaward survey;

Name of Offeror or Contractor:

(2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

DATA DELIVERABLE REQUIREMENT TO SATISFY MINIMUM QUANTITY

A.1 Attachment 0001 serves as notice that the requirement described herein will be awarded against the Research and Development (R&D) contract suite as the first task order (TO). This requirement will serve as the minimum quantity of services the Government will acquire under the R&D MA IDIQ contract in accordance with (IAW) Federal Acquisition Regulation (FAR) 16.504(a)(4)(ii) and paragraph A.2.1.

A.2 This requirement is comprised of two semi-annual reports for the first ordering period (date of award through 365 days after award). The Government is under no further obligation to place any additional orders against the R&D MA IDIQ contracts.

A.3 The Government intends to award this requirement on a Firm-Fixed-Price (FFP) basis, IAW paragraphs B.2 and B.3 below, in the total amount of \$1,600.

A.4 The award of this requirement is anticipated to be concurrent with the award of the R&D MA IDIQ contracts.

SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 CLIN: 0001 - Semi-Annual Reports (First Ordering Period)

B.2 SubCLIN: 0001AA
CLIN Title: 1st Semi-Annual Report
CLIN Contract type: FFP
Inspection: Destination
Acceptance: Destination
Delivery Quantity: 1
Delivery Date: 6-months after award
Price: \$800

B.3 SubCLIN: 0001AB
CLIN Title: 2nd Semi-Annual Report
CLIN Contract type: FFP
Inspection: Destination
Acceptance: Destination
Delivery Quantity: 1
Delivery Date: 12 months after award
Price: \$800

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Scope: The contractor, as an independent contractor and not as an agent of the Government, shall provide all necessary personnel, facilities, materials, and services to complete the effort described herein.

C.2 Background: The contractor shall provide two data deliverables, each containing the information required by paragraph C.3 below. Army Contracting Command - Warren (ACC-WRN) and its Requiring Activities (RAs) will utilize the information provided in these reports in the administration of the R&D MA IDIQ contracts.

C.3 Tasks: The contractor shall provide two semi-annual reports IAW Contract Data Requirements List (CDRL) A001.

C.4 Deliverables: The contractor shall deliver the semi-annual reports IAW CDRL A001.

C.5 Performance Period: The TO performance period shall be 12-months from date of award.

Exhibit 0001: Contract Data Requirement List (DD 1423)

1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM: Semi-Annual Reports (First Ordering Period)
3. SUBTITLE: N/A
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.3 and C.4
6. REQUIRING OFFICE: ACC-WRN
7. DD250 REQ: N/A; see Block 16
8. APP CODE: N/A
9. DIST. STATEMENT: C, See Block 16
10. FREQUENCY: Semi-annual
11. AS OF DATE: Date of award
12. DATE OF FIRST SUB: No later than 15 days following the end of the first six month period
13. DATE OF SUBS: No later than twelve months
14. DISTRIBUTION: See Block 16
15. TOTAL: 2

16. REMARKS:

Block 7 continuation: A Wide Area Work Flow invoice is required. Invoice type 2-in-1 shall be used.

Block 9 continuation: The following information shall be included on the deliverable: DISTRIBUTION STATEMENT C: Distribution authorized to US Government agencies and their Contractors; information may contain proprietary information. Other requests for this document shall be referred to the Contracting Officer.

Block 14 continuation: The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officer, <email>
<Name>, Contract Specialist, <email>

Contents of Report: The reports shall not contain cumulative information from the previous submission. Contractors format is acceptable.

1. Cover page to include: Contractor name and address; IDIQ contract number; title of the report; date of the report; and period covered by the report.
2. The following information shall be repeated, as necessary, for all TOs awarded to your firm against the R&D contract suite during the period covered by the report.
 - A) Task Order Request (TOR) number and awarded TO number;
 - B) Date TO was awarded;
 - C) RA office the TO was in support of (reference Section A of the awarded TO);
 - D) Performance period of the TO, including option(s) if applicable;
 - E) Type of TO (e.g., FFP, time-and-materials);
 - F) Physical location and approximate number of personnel where work was performed under the TO;
 - G) Brief description of work covered by the TO;
 - H) Utilization of small business subcontractors, if any, to include:
 - i. Percentage of subcontracted dollars that went to small businesses, if any;
 - ii. Percentage of subcontracting effort performed by small business category (i.e. small business, small disadvantaged

business, veteran-owned small business, service-disabled veteran-owned small business, or a woman-owned small business); and

iii. NAICS code(s) used for any subcontracted effort.

I) Total dollars obligated to date under the TO, to include any modifications.

3. Number of TORs your firm submitted a proposal(s) against. If your firm did not submit a proposal against any of the TORs, please provide the TOR number and an explanation as to why a proposal was not submitted.

4. Provide any feedback your firm has, for either ACC-WRN or the RA, pertaining to the TORs released to date (e.g. evaluation criterion used, small business go/no-go factor percentage, etc.).

5. Provide any concerns your firm has or suggested areas for improvement.

6. Provide any significant changes to your organization or method of operation.

CONTRACT CLAUSES

Since this TO does not meet the simplified acquisition threshold, ACC-WRN has identified the specific list of clauses that will apply to this TO. Therefore, the Section I narrative (I0001) within the IDIQ contract does apply to this first TO.

52.252-2 Clauses Incorporated by Reference (FEB 1998)
52.247-4011 FOB Point (SEP 1978)
52.247-34 FOB Destination (NOV 1991)
52.246-4009 Inspection and Acceptance Points: Destination (FEB 1995)
52.243-1, ALT I Changes -- Fixed Price (AUG 1987) Alternate I (APR 1984)
52.242-4022 Delivery Schedule (SEP 2008)*

FILL-IN INFORMATION:
-1-: 1st Semi-Annual Report, 1, six-months
-2-: 2nd Semi-Annual Report, 1, 12-months

52.242-4007 Wide Area Workflow (WAWF), Codes and Designated Acceptors (APR 2008)*

FILL-IN INFORMATION:
-1-: TBD prior to award
-2- thru -7-: TBD prior to award

52.237-4000 Contractor Manpower Reporting (FEB 2013)
52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
52.233-3 Protest After Award (AUG 1996)
52.233-1 Disputes (JUL 2002)
52.232-8 Discounts for Prompt Payments (FEB 2002)
52.232-4087 Payment Under Wide Area Workflow (AUG 2012)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

- 52.232-11 Extras (APR 1984)
- 52.232-1 Payments (APR 1984)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.212-4 Contract Terms and Conditions -- Commercial Items (SEP 2013)
- 52.204-4009 Mandatory Use of Contractor to Government Electronic Communication (MAR 2005)
- 52.204-4005 Required Use of Electronic Contracting (AUG 2012)
- 52.201-4000 ACC-Warren Ombudsperson (APR 2011)
- 252.246-7000 Material Inspection & Receiving Report (JAN 2008)
- 252.244-7000 Subcontracts for Commercial Items (JUN 2013)
- 252.243-7001 Pricing of Contract Modifications (DEC 1991)
- 252.232-7010 Levies on Contract Payments (SEP 2005)
- 252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013)*

FILL-IN INFORMATION:
-1-: Invoice type 2-in-1 shall be used.
-2-: Destination
-3- thru -15-: TBD
-16-: TBD
-17-: TBD

- 252.232-7003 Electronic Submission of Payment Requests (JUN 2012)
- 252.225-7048 Export-Controlled Items (JUN 2013)
- 252.204-7003 Control of Government Personnel Work Product (APR 1992)
- 252.204-0005 Payment Instructions for the Defense Finance and Accounting Service (DFAS) Line Item Specific: by Cancellation Date (SEP 2009)
- 252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (JAN 2009)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

PIIN/SIN W56HZV-14-R-0032

MOD/AMD

ATT/EXH ID Attachment 0002

PAGE 1

The R&D Pricing Labor Matrix (with Labor Descriptions/Minimum Qualifications) (Attachment 0002) is provided as a Microsoft Excel Workbook and can be accessed at: <https://contracting.tacom.army.mil/services/S3/S3.htm>

PIIN/SIN W56HZV-14-R-0032

MOD/AMD

ATT/EXH ID Attachment 0003

PAGE 1

The R&D Experience Matrix/Narrative (Attachment 0003) is provided as a Microsoft Word file and can be accessed at:
<https://contracting.tacom.army.mil/services/S3/S3.htm>

PIIN/SIN W56HZV-14-R-0032

MOD/AMD

ATT/EXH ID Attachment 0004

PAGE 1

The R&D Cross-Reference Matrix (Attachment 0004) is provided as a Microsoft Excel Workbook and can be accessed at:
<https://contracting.tacom.army.mil/services/S3/S3.htm>

PIIN/SIN W56HZV-14-R-0032

MOD/AMD

ATT/EXH ID Attachment 0005

PAGE 1

The R&D Small Business Participation Factor Workbook (Attachment 0005) is provided as a Microsoft Excel file and can be accessed at:
<https://contracting.tacom.army.mil/services/S3/S3.htm>

PIIN/SIN W56HZV-14-R-0032

MOD/AMD

ATT/EXH ID Attachment 0006

PAGE 1

The Small Business Participation Factor Workbook Instructions (Attachment 0006) is provided as a PDF and can be accessed at:
<https://contracting.tacom.army.mil/services/S3/S3.htm>

PIIN/SIN W56HZV-14-R-0032

MOD/AMD

ATT/EXH ID Attachment 0009

PAGE 1

The Task Order Request: Blast Mitigation (Attachment 0009) is provided as a Microsoft Word file and can be accessed at:
<https://contracting.tacom.army.mil/services/S3/S3.htm>

PERFORMANCE WORK STATEMENT (PWS)

Tank Automotive Research, Development and Engineering Command (TARDEC)
Blast Mitigation Engineering Services

PART 1
GENERAL INFORMATION

1. General: This is a non-personal services contract for the research of blast mitigating flooring concepts and underbody design concepts in order to identify and develop the most efficient and effective solution compatible with the TARDEC Ground Support Systems (GSS) Flooring Evaluation Fixture and Underbody Evaluation Fixture provided by the Government. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor.

1.1 Introduction: The contractor, as an independent contractor and not as an agent of the Government, shall provide qualified personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the engineering services as defined in this PWS, except for those items specified as Government furnished property and services in Part 3. The contractor shall perform to the standards identified in this Task Order.

1.2 Background: The purpose of this PWS is to take TARDEC supplied tactical wheeled or combat vehicle underbody and floor concepts and transfer them into 3-D Computer Aided Design (CAD) models and Level II drawing sets suitable for fabrication. The contractor shall conduct research into approaches to mature the designs and provide analysis of the concepts being provided by TARDEC. The contractor shall analyze accelerative blast load inputs and outputs of each CAD model concept and conduct Finite Element Analysis (FEA) and Modeling & Simulation (M&S) to predict the performance of blast and mobility loading concepts. The blast impulse parameters will be provided by TARDEC GSS at the Start of Work Meeting (SOWM) (see 5.2.1 below). The modeling analysis shall be performed utilizing software capable of modeling high strain-rate blast events. Based on the analysis provided to the Government by the contractor, the Government may decide which design parameters to modify for subsequent design and analysis iterations.

1.3 Objectives: The objectives of this PWS are to provide TARDEC the research and development support necessary to efficiently and effectively utilize TARDEC design concepts and develop them into producible drawings and provide prototypes for testing.

1.4 Scope: Detailed requirements are set forth under Part 5 Requirements of this PWS.

1.5 Period of Performance

The period of performance for the base period of this task order shall be nine months from the date of task order award.

The options periods of performance are as follows:

- Option 1 - nine (9) months after the date of option exercise IAW 5.3.1 below.
- Option 2 - six (6) months after the date of option exercise IAW 5.3.2 below.
- Option 3 - six (6) months after the date of option exercise IAW 5.3.3 below.

Options: The Government reserves the right to extend the term of this Task Order at the prices set forth in accordance with the terms and conditions contained in clause 52.217-9 entitled, Option to Extend the Term of the Contract.

1.6 General Information:

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS and Performance Standards. The contractor shall develop and implement procedures to identify and prevent recurrence of defective services. The contractor shall at a minimum provide the Contracting Officers Representative (COR) with a draft Quality Control Plan (QCP) including methods for identifying and preventing defects in the quality of services performed. The draft QCP shall be due within 30 days after task order award IAW CDRL A013. The contractor's QCP shall be subject to review and approval by the Government throughout the contract period. The contractor shall submit an updated copy of the QCP to the COR, shall obtain COR approval, and shall provide an updated copy of the QCP to the Contracting Officer prior to implementation of any changes IAW CDRL A008. The QCP shall be the basis of the contractor's QC Program and shall address all quality requirements.

1.6.2 Government Quality Assurance: The Government will evaluate the contractors performance under this Task Order in accordance with the Quality Assurance Surveillance Plan (QASP). The QASP is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the Performance Standards outlined in Technical Exhibit 1. It defines how the Performance Standards will be applied, the frequency of surveillance, and the maximum acceptable defect rate (s).

1.6.3 Place of Performance: Contractors facility

1.6.4 Type of Contract/Task Order: The Government intends to award a Cost plus Fixed Fee Task Order.

1.6.5 Security Requirements: The Security Classification Requirement for individuals accomplishing this PWS is UNCLASSIFIED.

1.6.5.1 The contractor shall not release any information or data to third parties without the prior express written approval of the Contracting Officer.

1.6.6 Contracting Officer Representative (COR): The COR will monitor all technical aspects of the Task Order and assist in contract administration. The COR is authorized to perform the following functions:

- ensure the contractor performs the technical requirements of the contract;
- perform inspections necessary in connection with contract performance;
- maintain written and oral communications with the contractor concerning technical aspects.

1.6.7 Contract Manager: The contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the Contract Manager is absent shall be designated in writing to the Contract Specialist and the COR within 15 calendar days of task order award; or within five calendar days of a change in personnel. The Contract Manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The Contract Manager or alternate shall be available between 0800 and 1500 Eastern Time (TACOM Warren, MI local time), Monday through Friday except Federal holidays or when the Government facility is closed for administrative reasons.

1.6.8 Contractor Travel: The contractor will be authorized travel expenses consistent with the provisions of the Joint Travel Regulation (JTR), and will be paid by the Government on a cost reimbursement, no fee basis. FAR 31.205-46, limits the allowability of airfare cost to the lowest customary standard, coach, or equivalent airfare offered during normal business hours. All travel requires Government approval/authorization from the COR before any travel is taken. COR approvals must be uploaded with the invoice into Wide Area Workflow.

PART 2 DEFINITIONS

2. Definitions:

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

2.2. Contracting Officer. A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer.

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

2.4. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.5. Deliverable. Anything that can be physically delivered, and may include non-manufactured items such as meeting minutes or reports.

2.6. Physical Security. Actions that prevent the loss or damage of Government property.

2.7. Quality Assurance. The Government procedures to verify that services being performed by the contractor are performed according to the requirements set forth in the task order.

2.8. Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.9. Quality Control. All necessary measures taken by the contractor to assure that the quality of an end product or service shall meet contract requirements.

2.10 Subcontractor. Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor. The Government does not have privity of contract with the Subcontractor.

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, INFORMATION AND SERVICES

3. Government-Furnished Items and Services:

3.1 Services: N/A

3.2 Facilities: N/A

3.3 Utilities: N/A

3.4 Equipment: N/A

3.5 Materials/Information: The Government will provide the contractor with the following Materials and information:

3.5.1 The contractor will be provided with concept sketches no later than the Start of Work Meeting (SOWM) for each underbody structure and flooring concept, which are Government Furnished Information (GFI). The contractor shall handle these documents in accordance with the distribution statements and export control warnings contained on each such document.

3.5.2 If the Government provides an existing Level II Drawing Set as GFI, then the contractor shall revise the change record legend whenever the design is modified to annotate any changes it made to the Government provided Level II Drawing Set as a result of work completed under this TO.

3.6 The contractor shall return to the Government all GFE/M/I, as defined above, furnished to the contractor for performance of this Task Order at the end of the period of performance.

PART 4
CONTRACTOR ACQUIRED ITEMS AND SERVICES

4. Contractor Acquired Items and Responsibilities:

4.1 General: The contractor shall furnish all supplies, equipment, facilities and services required to perform work under this Task Order that are not listed under Part 3 of this PWS.

PART 5
SPECIFIC TASKS

5.1 TASKS

5.1.1 Concept CAD Models, FEA, M&S, Level II Drawing Sets, and Bill of Materials(BOM) In accordance with (IAW) section C.4.1.2.1.1(f) Applied Research Activities of the Statement of Work (SOW), the contractor shall perform the following:

5.1.1.1 Concept CAD Models

The contractor shall design one underbody CAD model and one floor CAD model based on concepts (provided by TARDEC at the SOWM) using the native CAD format and provide the models IAW CDRL A006; both models shall be based on readily available (with lead times not to exceed two weeks from the time the materials are ordered) and reasonably priced materials. The contractor shall research flooring concepts to identify and develop the most efficient and effective solution compatible with the TARDEC GSS Flooring Evaluation Fixture provided by the Government at the SOWM. The contractor shall research underbody design concepts to identify, mature, and develop the TARDEC provided concepts into the most efficient and effective solution compatible with the TARDEC GSS Underbody Evaluation Fixture provided by the Government at the SOWM.

The contractor shall capture each concept in CAD to provide manufacturable designs consisting of the following: full system assembly; mass properties; material specifications; tolerances; dimensions; mass; manufacturing processes and details; fastener details; weld details; and quality assurance checks.

5.1.1.2 FEA and M&S Analysis

The contractor shall analyze accelerative blast load inputs and outputs of each CAD model concept and conduct FEA and M&S to predict the performance of blast and mobility loading concepts. The outputs shall include predictions of structural performance and change in velocity (i.e. delta-v) at various locations throughout the concept structures in its blast load reduction analysis. The baseline blast parameters the contractor shall use in its analysis will be provided by the Government at the SOWM. The modeling analysis shall be performed utilizing software capable of modeling high strain-rate blast events. The contractor shall provide the blast and mobility loading performance predictions as a result of output from FEA and M&S data to the Government at the Weekly Meeting (reference para 5.2.2, A001, A010, A011). Within two business days, the Government will determine which design parameters the contractor shall modify for subsequent design and analysis iterations for the underbody and the floor CAD models based on the information received during the weekly teleconference or any other ad-hoc meeting. The contractor shall continue its design and analysis iterations, and present its progress and results weekly (IAW para 5.2.2) until the Government determines the concepts are ready for the contractor to produce Level II Drawing Sets; the Government COR will make the determination for concept readiness based primarily on blast performance.

5.1.2 Level II Drawing Sets -- IAW Section C.4.1.2.14 -- Computer Aided Design Data Format and Submission -- of the SOW, the contractor shall perform the following:

The contractor shall produce two Level II Drawing Sets as a result of the CAD models developed IAW paragraph 5.1.1.1, after the Government COR provides written approval that the design concept meets the blast and mobility loading parameters. The Level II Drawing Sets shall be delivered IAW CDRL A007. The contractor shall indicate any and all manufacturing steps and assembly process(es) necessary for the fabrication of underbody structures and flooring designs in CDRL A005.

Developmental Level (Level II Technical Data Package (TDP)) drawing requirements are defined in the Department of Defense Standard Practice Technical Data Packages, MIL-STD-31000A, dated 2013.03.13.

5.1.3 Bill of Materials (BOM) -- IAW Section C.4.1.2.14 -- Computer Aided Design Data Format and Submission -- of the SOW, the contractor shall perform the following:

The contractor shall prepare and deliver IAW CDR 1A008 a BOM for each of the two Level II Drawing Sets created under para 5.1.2 (underbody and floor concepts) to be utilized for fabrication.

5.1.4 Final Report - IAW Section C.3.16 - Deliverables -- of the SOW, the contractor shall perform the following:

The contractor shall prepare a Final Report which details the work performed during the maturation and design of the concepts provided IAW CDRL A012.

5.1.5 Report Preparation - IAW Section C.3.16 - Deliverables -- of the SOW, the contractor shall perform the following:

5.1.5.1 The contractor shall prepare Weekly Situation Reports (SITREPs) IAW CDRL A001.

5.1.5.2 The contractor shall prepare Manufacturing Steps and Assembly Process IAW CDRL A005.

5.1.5.3 The contractor shall prepare 3-D CAD Models IAW CDRL A006.

5.1.5.4 The contractor shall prepare Modeling and Simulation (M&S) data IAW CDRL A010.

5.1.5.5 The contractor shall prepare FEA data IAW CDRL A011.

5.2 MEETINGS and Notifications IAW SOW paragraph C.3.15 Meetings the contractor shall perform the following:

5.2.1 Start of Work Meeting (SOWM)

The contractor shall conduct a SOWM within 10 business days after task order award. The meeting shall be held via teleconference and shall not exceed four hours. The contractor shall coordinate with the COR to schedule the date, time, and attendees. The contractor shall prepare Meeting Minutes within five calendar days of the SOWM IAW CDRL A003.

5.2.2 Weekly Meeting

The contractor shall conduct a weekly meeting via teleconference or web-conference. A meeting Agenda shall be prepared for each meeting

IAW CDRL A004. The topics of the meetings include: discussion of potential design changes, review of the previous weeks FEA results, and discussion to promote design advancement. Minutes of each meeting shall be prepared IAW CDRL A003.

5.2.3 Preliminary Design Review (PDR) (20 percent Concept Design Review) Meeting

The contractor shall plan and conduct a PDR Meeting, via teleconference or web-conference, 40 business days after the SOWM. The purpose of this meeting is for the contractor to provide, IAW CDRL A002, its 20 percent completed concept designs for each of the one underbody structure and one flooring concept designs developed IAW para 5.1.1. At this meeting, the contractor shall present its 3-D model review. The contractor shall provide Presentation Material(s) no later than five business days prior to the meeting IAW CDRL A002, Meeting Minutes within five calendar days of this meeting IAW CDRL A003, and Agendas within five calendar days IAW CDRL A004.

5.2.4 Complete Design Review (CDR) (80 percent Concept Design Review) Meeting

The contractor shall plan and conduct a CDR Meeting, via teleconference and web-conference, 75 business days after the SOWM. The purpose of this meeting is for the contractor to provide its 80 percent completed concept designs for each of the one underbody structure and one flooring concept designs developed IAW para 5.1.1. At this meeting, the contractor shall present its 3-D model review. The contractor shall provide Presentation Material(s) no later than five business days prior to the meeting IAW CDRL A002, Meeting Minutes within five calendar days of this meeting IAW CDRL A003, and Agendas within five calendar days IAW CDRL A004.

5.2.5 Ad Hoc Meeting(s)

The contractor may request a teleconference, videoconference, or face-to-face (with prior COR approval) meeting with the Government technical staff should the need for further information arise. The contractor shall submit all meeting requests through the Government COR and shall include with the request the following: topics for discussion, proposed date and time for the meeting, and estimated length of meeting. The COR will respond to the meeting request within two business days and either approve the requested date and time; or reject the proposal and recommend an alternate date and time. Once approved, the contractor shall be responsible for the meeting arrangements. The contractor shall prepare Meeting Minutes of any meetings held within five calendar days of the meeting IAW CDRL A003.

5.2.5.1 Progress Notification and Report

The contractor shall notify the COR immediately by telephone or, if unable to reach the COR by telephone by email, if the period of performance dates for design completion or completion of data to be delivered will not be met. The contractor shall follow up with a summary email to the COR no later than five (5) calendar days after the above notification IAW CDRL A003.

5.2.6 Design Review Presentation

The contractor shall deliver the draft Design Review Presentation no later than five (5) business days prior to the scheduled Concept Review Meeting IAW CDRL A002. The contractor shall deliver a final Design Review Presentation no later than five (5) business days after the scheduled Concept Review Meeting to include all changes discussed during the meeting.

5.3 UNEXERCIZED OPTIONS

5.3.1 Option 1 - Additional Concepts - IAW SOW Section C.4.1.2.1.1(f) - Applied Research Activities; the contractor shall perform the following:

5.3.1.1 Tasks

5.3.1.1.1 The contractor shall develop and provide detailed designs for up to two additional vehicle underbody concept drawings and up to two additional floor concept drawings (over and above those provided per 5.1.2 above). The additional concepts will be provided by the Government at the time of the Option 1 SOWM.

5.3.1.1.2 The contractor shall perform the same tasks as required by para 5.1.1, 5.1.2, 5.1.3, and 5.1.4; however, these tasks shall pertain to the up to two additional vehicle underbody concept drawings and up to two additional floor concept drawings IAW para 5.3.1.1.1.

5.3.1.2 Meetings

5.3.1.2.1 The contractor shall plan and conduct the meetings required by 5.2, including a SOWM; however, these meetings shall pertain to the two additional vehicle underbody concepts and two additional flooring concepts IAW para 5.3.1.1.1.

5.3.1.2.2 Ad Hoc Meeting(s)

The contractor may request a teleconference meeting with the Government technical staff should the need for further information arise.

The contractor shall submit all meeting requests through the Government COR and shall include with the request the following: topics for discussion, proposed date and time for the meeting, and estimated length of meeting. The contractor shall prepare Meeting Minutes of any meetings held within five calendar days of the meeting IAW CDRL A003.

5.3.1.2.2.1 Progress Notification and Report

The contractor shall notify the COR immediately by telephone or, if unable to reach the COR by telephone by email, if the period of performance dates for design completion or completion of data to be delivered will not be met. The contractor shall follow up with a summary email to the COR no later than five (5) calendar days after the above notification IAW CDRL A003.

5.3.1.3 Deliverables

5.3.1.3.1 The contractor shall deliver the data as required by 7.3; however, this data shall pertain to the two additional vehicle underbody concepts and two additional flooring concepts IAW paragraph 5.3.1.1.1.

5.3.1.3.2 Final Report:

The contractor shall prepare a Final Report which details the work performed during the maturation and design of the concepts provided IAW CDRL A012.

5.3.2 Option 2 - Prototype Fabrication of the drawings developed during the Base Period - IAW SOW section C.4.1.2.3(d) - Prototype Fabrication the contractor shall perform the following:

5.3.2.1.1 The contractor shall fabricate prototypes of the detailed designs for one vehicle underbody and one flooring sub-system concepts that were designed IAW the base period (paragraphs 5.1.1, 5.1.2, and 5.1.3). Unless otherwise specified by the COR and bilaterally modified into the task order, the contractor shall fabricate the prototypes using A36 Mild Steel with the exception of the underbody hull and structure which shall be fabricated of 5083 Aluminum. The contractor shall fabricate two each of the underbody concept and three each of the floor concept developed under the base period (paragraphs 5.1.1, 5.1.2, 5.1.3) for a total of five assets.

5.3.2.2 Meetings

5.3.2.2.1 Ad Hoc Meeting(s)

The contractor may request a teleconference meeting with the Government technical staff should the need for further information arise. The contractor shall submit all meeting requests through the Government COR and shall include with the request the following: topics for discussion, proposed date and time for the meeting, and estimated length of meeting. The contractor shall prepare Meeting Minutes of any meetings held within five calendar days of the meeting IAW CDRL A003.

5.3.2.2.1.1 Progress Report

The contractor shall notify the COR immediately by telephone or, if unable to reach the COR by telephone by email, if the period of performance dates for design completion or completion of data to be delivered will not be met. The contractor shall follow up with a summary email to the COR no later than five (5) calendar days after the above notification IAW CDRL A003.

5.3.2.3 Deliverables

5.3.2.3.1 The contractor shall deliver a report IAW CDRL A005 which documents any deviations from the drawings and manufacturing/assembly processes developed during fabrication, no later than five business days after fabrication is complete. The report shall discuss why the deviation was needed, identify all part numbers affected by the change, provide new drawings and models, and identify any changes to manufacturing or assembly processes.

5.3.2.3.2 The contractor shall deliver two of each of the three floor concept assets fabricated IAW paragraph 5.3.2.1.1 to a location to be provided at time of option exercise. The contractor shall deliver one of the three flooring concept assets fabricated IAW paragraph 5.3.2.1.1 to TARDEC in Warren, MI. All assets shall be shipped FOB Destination.

5.3.2.3.3 The contractor shall deliver all two of the underbody concept assets fabricated IAW paragraph 5.3.2.1.1 to a location to be provided at time of option exercise. These assets shall be shipped FOB Destination.

5.3.2.3.4 The contractor shall deliver Fabrication Report(s) IAW CDRL A009.

5.3.2.3.5 The contractor shall prepare a Final Report which details the work performed during the maturation and design of the concepts provided IAW CDRL A012.

5.3.3 Option 3 - Prototype Fabrication of drawings developed during Option 1 - Additional Concepts - IAW SOW section C.4.1.2.3(d) - Prototype Fabrication the contractor shall perform the following:

5.3.3.1 Tasks

5.3.3.1.1 The contractor shall fabricate prototypes of the detailed designs for the two vehicle underbodies and two floor concepts that were designed IAW the Option period 1 (para 5.3.1). Unless otherwise specified by the COR, the contractor shall fabricate the prototypes using A36 Mild Steel with the exception of the underbody hull and structure which shall be fabricated of 5083 Aluminum. The contractor shall fabricate two each of the underbody concept developed and three each of the floor concept developed under Option Period 1 (para 5.3.1) for a total of up to ten assets.

5.3.3.2 Meetings

5.3.3.2.1 Ad Hoc Meeting(s)

The contractor may request a teleconference meeting with the Government technical staff should the need for further information arise. The contractor shall submit all meeting requests through the Government COR and shall include with the request the following: topics for discussion, proposed date and time for the meeting, and estimated length of meeting. The contractor shall prepare Meeting Minutes of any meetings held within five calendar days of the meeting IAW CDRL A003.

5.3.3.2.1.1 Progress Report

The contractor shall notify the COR immediately by telephone or, if unable to reach the COR by telephone by email, if the period of performance dates for design completion or completion of data to be delivered will not be met. The contractor shall follow up with a summary email to the COR no later than five (5) calendar days after the above notification IAW CDRL A003.

5.3.3.3 Deliverables

5.3.3.3.1 The contractor shall deliver a report IAW CDRL A005 which documents any deviations from the drawings and manufacturing/assembly processes developed during fabrication, no later than five business days after fabrication is complete. The report shall discuss why the deviation was needed, identify all part numbers affected by the change, provide new drawings and models, and identify any changes to manufacturing or assembly processes.

5.3.3.3.2 The contractor shall deliver four of the six floor concept assets (two of each flooring concept) fabricated IAW para 5.3.3.1.1 to a location to be provided at time of option exercise. The contractor shall deliver two of the six flooring concept assets fabricated IAW para 5.3.3.1.1 to TARDEC in Warren, MI. These assets shall be shipped FOB Destination.

5.3.3.3.3 The contractor shall deliver all four of the underbody concept assets fabricated IAW para 5.3.3.1.1 to a location to be provided at time of option exercise. These assets shall be shipped FOB Destination.

5.3.3.3.4 The contractor shall deliver Fabrication Report(s) IAW CDRL A009.

5.3.3.3.5 The contractor shall prepare a Final Report which details the work performed during the maturation and design of the concepts provided IAW CDRL A012.

PART 6
APPLICABLE PUBLICATIONS

6. Applicable Publications (Current Editions)

6.1 The following local documents are applicable to this PWS and will be provided prior to the Start of Work meeting:

N/A

PART 7
TECHNICAL EXHIBIT/ATTACHMENT LISTING

7. Attachment/Technical Exhibit List:

7.1 Technical Exhibit 1 Performance Requirements Summary

7.2 Attachments:

This PWS incorporates the following attachments, which are attachments to the TS3 solicitation W56HZV-14-R-0032:

Attachment
Attachment 0011: TOR Attachment 2, Blast Mitigation CDRLs
Attachment 0012: TOR Attachment 3, R&D Prime Proposal Summary File - Blast Mitigation

7.3 CDRLs / Deliverables:

The contractor shall provide the following:

TOPIC	CDRL
Weekly SITREPS	A001
Design Review Presentation	A002
Meeting Minutes	A003
Agenda	A004
Manufacturing Steps and Assembly Processes	A005
3-D CAD Models	A006
Developmental Design Drawings/Models and Associated Lists	A007
Bill of Materials (BOM)	A008
Fabrication Report	A009
Modeling & Simulation (M&S)	A010
FEA Reports	A011
Final Report	A012
Quality Control Plan (QCP)	A013

TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

Performance Objective	Performance Indicator	Performance Threshold	Method of Surveillance

PRS #1 Weekly SITREPs			
(PWS Para 5.1.1.2, 5.1.5.1, 7.3, A001)	Weekly SITREP is thorough, accurate, complete, and accepted IAW the DID and the Government schedule provided by the COR.	95% accuracy and completeness with first draft. 100% accuracy with one correction/rewrite.	100% inspection of deliverables

 PRS #2 Design Review Presentation

(PWS Para	Presentation	95% accuracy and	100%
5.2.3, 5.2.4,	material contains	completeness	inspection
5.2.6, 7.3,	required information	with first draft.	of
A002	and is accurate,		deliverables
	complete and		
	accepted IAW the DID		
	and the Government	100% accuracy	
	schedule provided by	with one	
	the COR.	correction/rewrite.	

 PRS #3 Meeting Minutes

(PWS Para	Meeting minutes	95% accuracy and	100%
5.2.1,	contain an accurate	completeness	inspection
5.2.2, 5.2.3,	record of	with first draft.	of
5.2.4, 5.2.5,	discussions, tasks,		deliverables
5.3.1.2.2,	and due dates IAW		
5.3.2.2.1, 7.3	the DID within three	100% accuracy	
5.3.3.2.1, A003)	business days after	with one	
	Date of meeting.	correction/rewrite.	

 PRS #4 Agenda

(PWS Para	Conference Agenda is	95% accuracy and	100%
5.2.2, 5.2.3,	accurate, indicates	completeness	inspection
5.2.4, 7.3, A004	all tasks, due dates,	with first draft.	of
	and is provided 5		deliverables
	calendar days prior to	100% accuracy	
	conference.	with one	
		correction/rewrite.	
		Provided at least	
		5 calendar days prior	
		to conference 80% of	
		the time.	
		Provided at least 2	
		calendar days prior	
		to conference 100% of	
		the time.	

 PRS#5 Manufacturing Steps and Process

(PWS Para	Manufacturing Steps	95% accuracy and	100%
5.1.2, 5.1.5.2,	and Processes are	completeness	inspection
5.3.2.3.1,	accurate, complete,	with first draft.	of
5.3.3.3.1,	and accepted IAW the		deliverables
7.3, A005)	DID and the	100% accuracy	
	Government schedule	with one	
	provided by the COR.	correction/rewrite.	

 PRS #6 3-D CAD

(PWS Para	3-D CAD and .stp	95% accuracy and	100%
5.1.1.1,	files contain	completeness	inspection
5.1.5.3, 7.3,	required information,	with first draft.	of
A006)	is accurate,		deliverables
	complete, and is	100% accuracy	
	accepted IAW the DID	with one	

and the Government correction/rewrite.
schedule provided by
the COR.

3-D CAD is
Manufacturing and
assembly feasible.

PRS #7 Developmental Design Drawings/Models and Associated Lists

(PWS Para Level II drawings 95% accuracy and 100%
5.1.2, 7.3, are accurate, completeness inspection
A007) complete, and with first draft. of
Accepted IAW the DID deliverables
And the Government 100% accuracy
Schedule provided by with one
The COR. correction/rewrite.

Final Level II
Drawings are
Accurate, complete,
Updated with changes
Identified in
Manufacturing report,
And accepted IAW the DID

And the Government
Schedule provided by the
COR.

PRS #8 Bill of Materials (BOM)

(PWS Para All BOM documents 95% accuracy and 100%
5.1.3, 7.3, are accurate, completeness inspection
A008) complete, and with first draft. of
consistent with deliverables
Level II drawings, 100% accuracy
and accepted IAW with one
the DID and Government correction/rewrite.
schedule provided by
the COR.

All BOM materials
are verified to be
readily available and
low cost materials.

PRS #9 Fabrication Report

(PWS Para Fabrication Report 95% accuracy, 100%
5.3.2.3.4, is accurate, completeness, and inspection
5.3.3.3.4, complete, and consistency of
7.3, A009) consistent with between final deliverables
Fabricated product, fabricated product,
and documents all Level II drawings,
deviations from Level and Fabrication
II drawings IAW the Report.
DID and the Government
schedule provided by 100% accuracy,
the COR. completeness, and
consistency
between final
fabricated product,

Level II drawings,
and Fabrication
Report.

PRS #10 Modeling & Simulation Results

(PWS Para 5.1.1.2, 5.1.1.4, 7.3, A010)	Modeling & Simulation Results are accurate, complete, and provided on time per tasks and due dates identified in meetings, reviews or conferences.	95% accuracy and completeness with first draft. 100% accuracy with one correction/rewrite.	100% inspection of deliverables
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PRS #11 Finite Element Analysis (FEA)

(PWS Para 5.1.1.2, 5.1.5.5, 7.3, A011)	FEA results are accurate, complete, and provided on time per tasks and due dates identified in meetings, reviews or conferences.	95% accuracy and completeness with first draft. 100% accuracy with one correction/rewrite.	100% inspection of deliverables
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PRS #12 Final Report

(PWS Para 5.1.5.4, 7.3, A012)	Final Report contains required information and is accurate, complete, and accepted IAW the DID and the Government schedule provided by the COR.	95% accuracy and completeness with first draft. 100% accuracy with one correction/rewrite.	100% inspection of deliverables
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CONTRACT DATA REQUIREMENTS LISTING

SUMMARY OF DATA ITEMS

The following CDRLs are representative of those that may be dictated by an individual Task Order. This list is not meant to be exhaustive or inclusive of all that may be required, referenced, or otherwise identified within a given Task Order. The Government may require that a CDRL comply with a specific DID or Military Standard, even if the DID or Standard has been rescinded, cancelled, or exists only in a draft form. The government COR and/or assigned Task Order Manager may likewise require the Contractor to comply with an identified industry or commercial standard.

CONTRACT DATA REQUIREMENTS LIST Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

- A. CONTRACT LINE ITEM NO.:
- B. EXHIBIT : A
- C. CATEGORY.....:
- D. SYSTEM/ITEM.....: Blast Redirection through Energy Absorption or Deflection (BREAD)
- E. CONTRACT/PR NO.:
- F. CONTRACTOR.....:

-
- 1. DATA ITEM NO.: A001
 - 2. TITLE OF DATA ITEM : Contractor's Management and Status Report
 - 3. SUBTITLE: Weekly Situation Reports (SITREP)
 - 4. AUTHORITY: DI-MGMT-80227
 - 5. CONTRACT REFERENCE: 5.1.1.2, 5.1.5.1, and 7.3
 - 6. REQUIRING OFFICE: RDTA
 - 7. DD250 REQ : LT
 - 8. APP CODE : N/A
 - 9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(d)
 - 10. FREQUENCY : SEE BLOCK 16(b)
 - 11. AS OF DATE: SEE BLOCK 16(b)
 - 12. DATE OF FIRST SUB:SEE BLOCK 16(b)
 - 13. DATE OF SUBS. SUB:SEE BLOCK 16(b)
 - 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

James Park, POC. james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil

- 15. TOTAL:
- 16. REMARKS:

- a. The Contractor shall deliver Weekly Situation Reports (SITREP) electronically in a Word document to the addresses in Block 14.
- b. The first submission shall be no later than seven (7) calendar days after the Start of Work Meeting. Subsequent submissions shall be no later than seven (7) calendar days after the prior weeks submission.
- c. Each SITREP shall include the following: current accomplishments; events to be completed; and associated timelines. The Contractor shall address the technical performance related to blast impulse reduction of the concept; schedule and budget information since the previously submitted SITREP.
- d. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked

ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject ot severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

-
- 1. DATA ITEM NO.: A002
 - 2. TITLE OF DATA ITEM : Presentation Material
 - 3. SUBTITLE: Design Review Presentation
 - 4. AUTHORITY: DI-ADMIN-81373
 - 5. CONTRACT REFERENCE: 5.2.3, 5.2.4, 5.2.6, and 7.3
 - 6. REQUIRING OFFICE .: RDTA
 - 7. DD250 REQ : LT
 - 8. APP CODE : N/A
 - 9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(c)
 - 10. FREQUENCY : SEE BLOCK 16(b)
 - 11. AS OF DATE: SEE BLOCK 16(b)
 - 12. DATE OF FIRST SUB: SEE BLOCK 16(b)
 - 13. DATE OF SUBS. SUB: SEE BLOCK 16(b)
 - 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

James Park, POC. james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil

- 15. TOTAL:
- 16. REMARKS:

- a. The Contractor shall deliver Design Review Presentations material electronically to the addresses in Block 14.
- b. Draft Design Review Presentations shall be delivered five (5) business days prior to all scheduled Concept Design Review Meetings. A final Design Review Presentation shall be delivered to the addresses in Block 14 no later than five (5) business days after all scheduled Concept Review Meetings to include all changes discussed during each meeting.

c. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are

subject of severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

-
- 1. DATA ITEM NO.: A003
 - 2. TITLE OF DATA ITEM : Report, Record of Meeting/Minutes
 - 3. SUBTITLE: Meeting Minutes
 - 4. AUTHORITY: DI-ADMN-81505, SEE BLOCK 16(d)
 - 5. CONTRACT REFERENCE: 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.5.1, 5.3.1.2.2, 5.3.1.2.2.1, 5.3.2.2.1, 5.3.2.2.1.1, 5.3.3.2.1, 5.3.3.2.1.1, and 7.3
 - 6. REQUIRING OFFICE .: RDTA
 - 7. DD250 REQ : LT
 - 8. APP CODE : N/A
 - 9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(c)
 - 10. FREQUENCY : SEE BLOCK 16(b)
 - 11. AS OF DATE: SEE BLOCK 16(b)
 - 12. DATE OF FIRST SUB: SEE BLOCK 16(b)
 - 13. DATE OF SUBS. SUB: SEE BLOCK 16(b)
 - 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

James Park, POC. james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil

- 15. TOTAL:
- 16. REMARKS:

- a. The Contractor shall prepare and deliver Meeting Minutes electronically in a Word document to the addresses in Block 14.
- b. Meeting Minutes shall be delivered no later than five (5) calendar days after each Meeting.
- c. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject of severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

- d. Minutes relating to a Progress Notification and Report, tailor DI-ADMN-81505 as follows: omit 10.2.1.1(b) and 10.2.1.2(c) from the submission.

- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE:

-
- 1. DATA ITEM NO.: A004
 - 2. TITLE OF DATA ITEM : Conference Agenda
 - 3. SUBTITLE: Agenda
 - 4. AUTHORITY: DI-ADMN-81249A, SEE BLOCK 16(a)
 - 5. CONTRACT REFERENCE: 5.2.2, 5.2.3 and 7.3
 - 6. REQUIRING OFFICE .: RDTA
 - 7. DD250 REQ : LT

- 8. APP CODE : Y
- 9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(d)
- 10. FREQUENCY : SEE BLOCK 16(c)
- 11. AS OF DATE: SEE BLOCK 16(c)
- 12. DATE OF FIRST SUB:SEE BLOCK 16(c)
- 13. DATE OF SUBS. SUB:SEE BLOCK 16(c)
- 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

James Park, POC. james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil

15.

TOTAL:
16. REMARKS:

a. Tailor DI-ADMN-81249A to include the following:

- i. Proposed meeting date
- ii. Proposed meeting time
- iii. Proposed meeting attendees

b. The Contractor shall deliver Conference Agenda(s) electronically in a Word document to the addresses in Block 14.

c. The first submission shall be no later than five (5) calendar days prior to the scheduled meeting. Subsequent submissions shall be no later than five (5) calendar days prior to the scheduled meeting. The COR will approve the meeting date and time within (2) calendar days or will reject the submission and propose an alternate date and time.

d. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject ot severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

-
- 1. DATA ITEM NO.: A005
 - 2. TITLE OF DATA ITEM : Scientific and Technical Reports
 - 3. SUBTITLE: Manufacturing Steps and Assembly Process
 - 4. AUTHORITY: DI-MLSC-80711A
 - 5. CONTRACT REFERENCE: 5.1.2, 5.1.5.2, 5.3.2.3.1, 5.3.3.3.1, and 7.3
 - 6. REQUIRING OFFICE .: RDTA
 - 7. DD250 REQ : LT
 - 8. APP CODE : N/A
 - 9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(c)
 - 10. FREQUENCY : SEE BLOCK 16(b)
 - 11. AS OF DATE: SEE BLOCK 16(b)
 - 12. DATE OF FIRST SUB: SEE BLOCK 16(b)
 - 13. DATE OF SUBS. SUB: SEE BLOCK 16(b)
 - 14. DISTRIBUTION ADDRESSEES:

James Park, POC. james.m.park24.civ@mail.mil

Heather Masden, COR, heather.m.masden.civ@mail.mil

15. TOTAL:
16. REMARKS:

a. The Contractor shall deliver the draft and final Manufacturing Steps and Assembly Process report electronically in a Word document to the addresses in Block 14.

b. The Contractor shall deliver the draft Scientific and Technical Report no later than four (4) months after the task order award date (base period) or date of option(s) exercise. The COR will review and provide comments within fifteen (15) calendar days of draft submittal. The Contractor shall deliver the final Manufacturing Steps and Assembly Process report no later than thirty (30) calendar days from receipt of draft report with comments. Any deviations from the final Manufacturing Steps and Assembly Process report which are utilized during prototype fabrication shall be submitted no later than five business days after completion of fabrication.

c. The Contractor shall include in the draft and final report Standard Form (SF) 298 (Report Documentation Page) as the reports cover.

d. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

-
1. DATA ITEM NO.: A006
 2. TITLE OF DATA ITEM : CAD Models and Blast Modeling Results
 3. SUBTITLE: 3-D CAD
 4. AUTHORITY: DI-SESS-81000E
 5. CONTRACT REFERENCE: 5.1.1.1, 5.1.5.3, and 7.3
 - REQUIRING OFFICE .: RDTA
 7. DD250 REQ : LT
 8. APP CODE : N/A
 9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(e)
 10. FREQUENCY : SEE BLOCK 16(a),(b), and (c)
 11. AS OF DATE: SEE BLOCK 16(a),(b), and (c)
 12. DATE OF FIRST SUB: SEE BLOCK 16(a),(b), and (c)
 13. DATE OF SUBS. SUB: SEE BLOCK 16(a),(b), and (c)
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

James Park, POC, james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil

15. TOTAL:
16. REMARKS:

a. The Contractor shall deliver the draft designs, drawings and models to the COR no later than five (5) business days before each Design Review Meeting.

b. The Contractor shall deliver detailed design CAD models to the COR not later than forty-five (45) days after the contract award date.

c. The Contractor shall deliver the final designs, drawings and models to the COR no later than ten (10) business days after the contract completion date.

d. The Contractor shall provide CAD data in the following formats (Initial Graphics Exchange Specification (IGES), .stp file format, native CAD format).

e. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject ot severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-
1. DATA ITEM NO.: A007
 2. TITLE OF DATA ITEM : Technical Data Package/Level II
 3. SUBTITLE: Developmental Design Drawings/Models and Associated Lists
 4. AUTHORITY: DI-SESS-81002F
 5. CONTRACT REFERENCE: 5.1.2 and 7.3
 6. REQUIRING OFFICE .: RDTA
 7. DD250 REQ : LT
 8. APP CODE : N/A
 9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(f)
 10. FREQUENCY : SEE BLOCK 16(b),(c), and (e)
 11. AS OF DATE: SEE BLOCK 16(b),(c), and (e)
 12. DATE OF FIRST SUB: SEE BLOCK 16(b),(c), and (e)
 13. DATE OF SUBS. SUB: SEE BLOCK 16(b),(c), and (e)
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
James Park, POC. james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil
 15. TOTAL:
 16. REMARKS:

a. The Level II Drawing Sets shall be IAW MIL-STD-31000A and the TDP Option Selection Worksheet (provided by the COR, if applicable).

b. The contractor shall present a draft Level II Drawing Sets at the PDR Meeting and shall provide a copy to the Government COR within five (5) business days following the meeting.

c. The contractor shall present an updated Level II Drawing Sets at the CDR Meeting and shall provide a copy to the Government COR within five (5) business days following the meeting.

d. The Government COR will return the updated copy within ten (10) business days of receipt with comments or concurrence.

e. The contractor shall finalize the technical documentation, to include incorporating the CORs comments, and deliver the final Level II Drawing Sets no later than ten (10) business days after receipt of the Government CORs comments.

f. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the

following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject ot severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-
1. DATA ITEM NO.: A008
 2. TITLE OF DATA ITEM : Proposed Spare Parts List
 3. SUBTITLE: Bill of Materials (BOM)
 4. AUTHORITY: DI-ILSS-80134A, SEE BLOCK 16(a)
 5. CONTRACT REFERENCE: 5.1.3 and 7.3
 6. REQUIRING OFFICE .: RDTA-RS
 7. DD250 REQ : LT
 8. APP CODE : N/A
 9. DIST. STATEMENT REQUIRED: SEE BLOCK 16 (b)
 10. FREQUENCY : SEE BLOCK 16(c)
 11. AS OF DATE: SEE BLOCK 16(c)
 12. DATE OF FIRST SUB: SEE BLOCK 16(c)
 13. DATE OF SUBS. SUB: SEE BLOCK 16(c)
 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

James Park, POC. james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil

15. TOTAL:

16. REMARKS:

a. DI-ILSS_80134A is tailored to include the following: all materials; material properties; cost; tolerances; and welding processes in each BOM. The BOM shall also include procurement (i.e. company name or method) source information for commercial-off-the-shelf (COTS) technologies, detailed attachment specifications (e.g., welding materials, bolt, adhesives); timing requirements to include intermediate milestones, reviews and deliverables; as well as reporting requirements for cost and schedule tracking.

b. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject ot severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

c. A BOM shall be submitted with each Level II Technical Data Package, CDRL A007.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A009
2. TITLE OF DATA ITEM : Fabrication Report
3. SUBTITLE: Fabrication Report
4. AUTHORITY: DI-MISC-80711A
5. CONTRACT REFERENCE: 5.3.2.3.4, 5.3.3.3.4, and 7.3
6. REQUIRING OFFICE .: RDTA
7. DD250 REQ : LT
8. APP CODE : N/A
9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(b)
10. FREQUENCY : SEE BLOCK 16(a)
11. AS OF DATE: SEE BLOCK 16(a)
12. DATE OF FIRST SUB: SEE BLOCK 16(a)
13. DATE OF SUBS. SUB: SEE BLOCK 16(a)
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
James Park, POC. james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil
15. TOTAL:
16. REMARKS:

a. The fabrication report shall contain any action taken during fabrication, deviations from, or changes to the Lvl II drawings. This report shall be delivered five (5) days following the completion of fabrication to the addresses within Block 14.

b. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject ot severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A010
2. TITLE OF DATA ITEM : Blast Modeling Results
3. SUBTITLE: Modeling & Simulation (M&S)
4. AUTHORITY: DI-SESS-81002F
5. CONTRACT REFERENCE: 5.1.1.2, 5.1.5.4, and 7.3
- REQUIRING OFFICE .: RDTA
7. DD250 REQ : LT
8. APP CODE : N/A
9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(e)
10. FREQUENCY : SEE BLOCK 16(a),(b), and (c)
11. AS OF DATE: SEE BLOCK 16(a),(b), and (c)
12. DATE OF FIRST SUB: SEE BLOCK 16(a),(b), and (c)
13. DATE OF SUBS. SUB: SEE BLOCK 16(a),(b), and (c)
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:
James Park, POC. james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil

15. TOTAL:
16. REMARKS:

- a. The Contractor shall deliver the draft designs, drawings and M&S models to the COR no later than five (5) business days before each PDR, CDR or Design Review Meeting.
- b. The Contractor shall deliver detailed design CAD models and M&S Models to the COR not later than forty-five (45) days after the contract award date or date of option exercise.
- c. The Contractor shall deliver the final designs, drawings and M&S models to the COR no later than ten (10) business days after the contract completion date.
- d. The Contractor shall provide CAD data and M&S Models in the following formats (Initial Graphics Exchange Specification (IGES), .stp file format, native CAD format).
- e. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDТА-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject ot severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

-
- 1. DATA ITEM NO.: A011
 - 2. TITLE OF DATA ITEM : Blast Modeling Results
 - 3. SUBTITLE: Finite Element Analysis (FEA)
 - 4. AUTHORITY: DI-SESS-81002F
 - 5. CONTRACT REFERENCE: 5.1.1.2, 5.1.5.5, and 7.3
 - REQUIRING OFFICE .: RDТА
 - 7. DD250 REQ : LT
 - 8. APP CODE : N/A
 - 9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(e)
 - 10. FREQUENCY : SEE BLOCK 16(a),(b), and (c)
 - 11. AS OF DATE: SEE BLOCK 16(a),(b), and (c)
 - 12. DATE OF FIRST SUB: SEE BLOCK 16(a),(b), and (c)
 - 13. DATE OF SUBS. SUB: SEE BLOCK 16(a),(b), and (c)
 - 14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

James Park, POC. james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil

15. TOTAL:
16. REMARKS:

- a. The Contractor shall deliver the draft designs, drawings and FEA models to the COR no later than five (5) business days before each PDR, CDR or Design Review Meeting.
- b. The Contractor shall deliver detailed design CAD models and FEA models to the COR not later than forty-five (45) days after the contract award date or date of option exercise.

c. The Contractor shall deliver the final designs, drawings and FEA models to the COR no later than ten (10) business days after the contract completion date.

d. The Contractor shall provide CAD data and FEA model data in the following formats (Initial Graphics Exchange Specification (IGES), .stp file format, native CAD format)

e. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject of severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

-
1. DATA ITEM NO.: A012
 2. TITLE OF DATA ITEM : Scientific and Technical Reports
 3. SUBTITLE: Final Report
 4. AUTHORITY: DI-MISC-80711A
 5. CONTRACT REFERENCE: 5.1.5.4 and 7.3
 6. REQUIRING OFFICE .: RDTA
 7. DD250 REQ : LT
 8. APP CODE : N/A
 9. DIST. STATEMENT REQUIRED: SEE BLOCK 16(d)
 10. FREQUENCY : SEE BLOCK 16(b)
 11. AS OF DATE: SEE BLOCK 16(b)
 12. DATE OF FIRST SUB: SEE BLOCK 16(b)
 13. DATE OF SUBS. SUB: SEE BLOCK 16(b)
 14. DISTRIBUTION ADDRESSEES:

James Park, POC. james.m.park24.civ@mail.mil
Heather Masden, COR, heather.m.masden.civ@mail.mil

15. TOTAL:

16. REMARKS:

a. The Contractor shall deliver the draft and final Scientific and Technical Report electronically in a Word document to the addresses in Block 14.

b. The Contractor shall deliver the draft Scientific and Technical Report no later than six (6) months after the contract award date; six (6) months after the date of option 1 exercise; four (4) months after the date of option 2 exercise; and four (4) months after the date of option 3 exercise. The COR will review and provide comments within fifteen (15) calendar days of draft submittal. The Contractor shall deliver the final Scientific and Technical Report no later than thirty (30) calendar days from receipt of draft report with comments.

c. The Contractor shall include in the draft and final report Standard Form (SF) 298 (Report Documentation Page) as the reports cover.

d. Block 9 Distribution Statement Required - DoD Instruction 5230.24 (23 Aug 2012) requires that even drafts of technical documents be marked with an Interim Distribution Statement. Accordingly, although the items under this Data Item are intended to be marked ultimately as Distribution Statement D, the draft and final deliverables should be marked with Distribution Statement E. In accordance

with DoDI 5230.24, an interim distribution statement shall be placed on the title page and front cover and have a box around the following statement which reads:

INTERIM DISTRIBUTION STATEMENT E: Distribution authorized to DoD Components (Reason: Administration or operations use, until cleared by an OPSEC review). Date of determination: (Contractor shall include the actual date on which the document was created). Other requests shall be referred to US ARMY RDECOM-TARDEC, RDTA-RS.

If the Government determines the data is considered to be export controlled, the contractor shall include the following Export Control marking as part of the final Distribution Statement:

WARNING: This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C, App. 2401 et sep.), as amended. Violations of these export laws are subject ot severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A013
2. TITLE OF DATA ITEM: Quality Control Plan (QCP)
3. SUBTITLE: N/A
4. AUTHORITY: DI-QCIC-81379
5. CONTRACT REFERENCE: PWS paragraphs 1.6.1 and 7.3
6. REQUIRING OFFICE: RDTA
7. DD250 REQ: No
8. APP CODE: A
9. DIST. STATEMENT: No
10. FREQUENCY: ONE/R
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: 30 DAC
13. DATE OF SUBS: ASRQ, See Block 16
14. DISTRIBUTION: See Block 16
15. TOTAL: See Block 16
16. REMARKS:

Block 13/14/15: The Contractor shall electronically deliver one draft, due within 30 calendar days after task order award to the COR. The COR will review the draft QCP and approve or disapprove within 30 calendar days. The Contractor shall, within 5 business days of receiving COR approval, submit one final QCP; or, within 5 business days of receiving COR disapproval, address the reasons for rejection and resubmit an additional draft for COR approval. After re-submission, the COR will approve or disapprove within 5 business days. The Contractor shall not alter the QCP without prior written COR approval and following the above process for draft submission and approval.

PIIN/SIN W56HZV-14-R-0032

MOD/AMD

ATT/EXH ID Attachment 0012

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The R&D Prime Proposal Summary File - Blast Mitigation (Attachment 0012) is provided as a Microsoft Excel Workbook and can be accessed at: <https://contracting.tacom.army.mil/services/S3/S3.htm>

PIIN/SIIN W56HZV-14-R-0032

MOD/AMD

ATT/EXH ID Attachment 0013

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The TOR Attachment 4, Blast Mitigation TDP Option Selection Worksheet (Attachment 0013) is provided as a PDF and can be accessed at: <https://contracting.tacom.army.mil/services/S3/S3.htm>