

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 29

2. Amendment/Modification No. 0003	3. Effective Date 2014AUG15	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND LIZ WEARN WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ELIZABETH.A.WEARN.CIV@MAIL.MIL	Code W56HZV	7. Administered By (If other than Item 6)	Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. W56HZV-14-R-0032
		9B. Dated (See Item 11) 2014AUG01
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.
		10B. Dated (See Item 13)
Code	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

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

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-14-R-0032 MOD/AMD 0003	Page 2 of 29
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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 A0000 ***

The purpose of Amendment 0003 is to revise the following language:

1. SECTION H: Revise Section H.2.1 as follows:

FROM: 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.

TO: 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 the R&D contract suite which require the use of a labor category and/or experience level 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. Additionally, contractors may propose additional labor categories and/or an experience level(s) at the task order level, if authorized by the TOR.

2. SECTION H: Revise Section H.2.1.5 as follows:

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

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

3. SECTION H: Add Section H.16.1.1 as follows:

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

4. SECTION H: Revise Section H.16.4 as follows:

FROM: To avoid or mitigate the effect of any OCI arising out of the circumstances identified above, the contractor will take the following actions:

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

5. SECTION H: Revise Section H.16.4.1.1 as follows:

FROM: The contractor agrees that it shall not compete for or accept any contract or subcontract for the production of any system, component or items on which it has worked or made recommendations under this contract or task 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.

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

Page 3 of 29

PIIN/SIIN W56HZV-14-R-0032

MOD/AMD 0003

Name of Offeror or Contractor:

TO: Pursuant to FAR 9.505, the contractor agrees that it shall not compete for or accept any contract or subcontract for the production of any system, component or items on which it has worked or made recommendations under this contract or task 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.

6. SECTION H: Revise Section H.20 as follows:

FROM: In the event contractors must pay additional compensation to retain or obtain personnel to perform in a hazard duty location, the contractor shall be entitled to equitable compensation at rates set in accordance with the State Department guidelines. If the need to pay the Hazardous Duty 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.

TO: In the event contractors must pay additional compensation to retain or obtain personnel to perform in a hazard duty location, the contractor shall be entitled to equitable compensation not to exceed the rates established by the United States Department of State. For the purposes of this contract, basic compensation is meant to be 40 hours per week, although OCONUS staff may be required to work beyond the basic 40 hour work week. OCONUS Premium Pay may only be applied to basic compensation, up to the first 40 hour period of the OCONUS work week. Additionally, contractors may not combine Danger Pay with Difficult to Staff Incentive Differential if the total exceeds 35% of any employee's basic compensation (limited to maximum 40 hours per week). If the need to pay the hazardous duty (Danger and Post Hardship) premium arises, the contractor shall promptly notify the Government, justify the request for Equitable Adjustment and obtain PCO approval before an Equitable Adjustment in price will be made.

7. SECTION L: Revise Section L.1.2 as follows:

FROM: 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:

TO: 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. Graphic presentations, including tables, while not subject to the 10 point font size and spacing requirements, shall have spacing and text that is easily readable. 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:

8. SECTION M: The changes made to Section M.5.1.1 as a result of Amendment 0002 has been underlined and asterisked for administrative purposes.

9. ATTACHMENT 0002 - R&D PRICING LABOR MATRIX: Revise column headings as follows:

- a.) Change Column F header from "Level I" to "Level I Minimum Qualifications";
- b.) Change Column G header from "Level II" to "Level II Minimum Qualifications";
- c.) Change Column H header from "Level III" to "Level III Minimum Qualifications"; and

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 29**

PIIN/SIIN W56HZV-14-R-0032

MOD/AMD 0003

Name of Offeror or Contractor:

d.) Change Column I header from "Level III maximum" to "Level III Maximum Qualifications".

10. ATTACHMENT 0011 - TOR ATTACHMENT 2, BLAST MIGITATION CDRLS: Revise CDRL A012 as follows:

a.) Updated Block "5. CONTRACT REFERENCE:" to 5.3.1.3.2, 5.3.2.3.5, 5.3.3.3.5 and 7.3; and

b.) Revise Block 16(b.) dates to the following:

(b.) The Contractor shall deliver the draft Scientific and Technical Report no later than eight(8) months after the contract award date; eight(8) months after the date of option 1 exercise; five (5) months after the date of option 2 exercise; and five (5) 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 fifteen (15) calendar days from receipt of draft report with comments.

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

*** END OF NARRATIVE A0004 ***

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 29
	PIIN/SIIN W56HZV-14-R-0032	MOD/AMD 0003

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TO REQUIREMENTS

The following ordering procedures apply to all task orders issued 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

Name of Offeror or Contractor:

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

Name of Offeror or Contractor:

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 the R&D contract suite which require the use of a labor category and/or experience level*** 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. Additionally, contractors may propose additional labor categories and/or an experience level(s) at the task order level, if authorized by the TOR.***

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

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

H.2.1.3 Contractor employees are not authorized periods of Administrative Leave, at the Governments expense, that are granted to Government employees by local Commanders for attendance at various Government functions, early holiday dismissals, etc. Instead, 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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 29
	PIIN/SIIN W56HZV-14-R-0032	MOD/AMD 0003

Name of Offeror or Contractor:

type. Certification shall occur in the Cost/Price volume.

H.2.1.5 In order to be eligible for overtime premiums,*** 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.

Name of Offeror or Contractor:**H.3 SB PROVISIONS****H.3.1 Small Business Set-Asides (SBSA) (Task Order Level):**

H.3.1.1 Services currently performed under an 8(a) set-aside will not be obtained under the 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

Name of Offeror or Contractor:

Requirements Lists (CDRLs), special clauses, and provisions associated with the TI. At no point in time shall the contractors cost exceed the funded amount of the awarded task order.

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

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

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

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

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

H.6.3.5 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

Name of Offeror or Contractor:

H.10.2.3 Any other day designated by Presidential Proclamation

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 12 of 29
	PIIN/SIIN W56HZV-14-R-0032	MOD/AMD 0003

Name of Offeror or Contractor:

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

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

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

H.15 CONTRACTOR MANPOWER REPORTING 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 contractors name and the contract number associated with the data will not be disclosed to the public.

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

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

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

H.16.2 Agreement: At all relevant times, the parties agree to avoid or mitigate any actual or potential OCI they identify in connection with this MA IDIQ contract and any task order issued 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.

Name of Offeror or Contractor:

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 when it has provided or intends to provide services in accordance with FAR 9.505:***

H.16.4.1 Organizational Conflict of Interest Mitigation Plan

H.16.4.1.1 Pursuant to FAR 9.505***, the contractor agrees that it shall not compete for or accept any contract or subcontract for the production of any system, component or items on which it has worked or made recommendations under this contract or task 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

Name of Offeror or Contractor:

contract, become aware of any OCI(s) beyond any identified in paragraph H.16.3 (which may result, for example, if the contractor receives one or more new contracts, whether as a prime contractor, a subcontractor, or as a partner or member of a teaming arrangement), the contractor agrees to:

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

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

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

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

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

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

H.16.5.5 If approved, the OCI mitigation plan 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

Name of Offeror or Contractor:

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

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 not to exceed the rates established by the United States Department of State. For the purposes of this contract, basic compensation is meant to be 40 hours per week, although OCONUS staff may be required to work beyond the basic 40 hour work week. OCONUS Premium Pay may only be applied to basic compensation, up to the first 40 hour period of the OCONUS work week. Additionally, contractors may not combine Danger Pay with Difficult to Staff Incentive Differential if the total exceeds 35% of any employee's basic compensation (limited to maximum 40 hours per week). If the need to pay the hazardous duty (Danger and Post Hardship) premium arises, the contractor shall promptly notify the Government, justify the request for Equitable Adjustment and obtain PCO approval before an Equitable Adjustment in price will be made.***

H.21 INCORPORATION OF RATES AND LABOR DESCRIPTIONS

All fully loaded labor rates (including profit/fee) shown on the 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.

***Changes pursuant to Amendment 0003

*** END OF NARRATIVE H0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 16 of 29

PIIN/SIIN W56HZV-14-R-0032

MOD/AMD 0003

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0011	TOR ATTACHMENT 2, BLAST MITIGATION CDRLS		007	DATA

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. Graphic presentations, including tables, while not subject to the 10 point font size and spacing requirements, shall have spacing and text that is easily readable.*** 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:

Volume #	Volume Title	Page Suggestions
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 allows up to ten files to be uploaded at one time. The combined size of the ten files cannot exceed 20 Megabytes (MB); 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

Name of Offeror or Contractor:

IDIQ R&D contract, the Blast Mitigation task order is not subject to a SBSA. All interested offerors must submit a proposal for the Blast Mitigation task order with their R&D MA IDIQ proposal.

L.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 ten files can be uploaded at one time. The combined size of ten files cannot exceed 20 Megabytes (MB). Offerors should break attachments into smaller files or use the upload utility multiple times if files exceed the 20MB size limit. Filenames must not contain single quotes, spaces, pound or percent signs. The offeror's computer must also be running updated virus protection. If the offeror's computer is not protected, please do not upload files. Uploading files with viruses may jeopardize your electronic bid submission.*

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

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

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

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

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

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

L.3 VOLUME I - PROPOSAL TERMS & CONDITIONS

In this Volume, offerors shall provide:

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

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

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

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

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

L.3.5 A statement asserting whether the offeror qualifies for the restricted pool based on NAICS Code 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.

Name of Offeror or Contractor:

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

L.3.7.3 Offerors shall disclose any potential OCI 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 recommend approach(es) to neutralize or mitigate the OCI. The preferred approach to potential conflicts is to avoid the conflict. Mitigation shall be considered only if it is not practical to avoid the conflict. The PCO will promptly respond to resolve any potential conflicts.

L.3.8 Because offerors and subcontractor(s) may handle or access classified information, all are required to either a.) submit evidence that it possess a current active (TOP SECRET or SECRET) Facility Clearance (FCL) that can be verified by the Government via the Joint Personnel Adjudication System (JPAS) database; or b.) submit 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.

Name of Offeror or Contractor:

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

Name of Offeror or Contractor:

with knowledge of the experience cited in the offeror's proposal to validate or gain a better understanding of the relevance of the offeror's proposed experience. The Government's decision to consider external data does not relieve the offeror of the responsibility to provide thorough and complete experience information.

L.4.4 Cross-Reference Matrix: In addition to populating the 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 offeror's proposal shall detail its proposed approach to achieve successful performance of this task order. Specifically, the proposal shall address the following:

L.5.1.1 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 Government's evaluation of the cost/price proposal.

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

L.6.1.3 Electronic Submission: All spreadsheets shall be in the format provided for in paragraph L.1.2 and L.2.4 and shall include all formulas. Print image is not acceptable. Supporting information in Excel may be provided as a separate file or as added tabs to the 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.

Name of Offeror or Contractor:

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.

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

Name of Offeror or Contractor:

Proposal Summary File Blast Mitigation (Attachment 0012):

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

Name of Offeror or Contractor:

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

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

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

Name of Offeror or Contractor:

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.

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.

*Changes pursuant to Amendment 0001

***Changes pursuant to Amendment 0003

*** END OF NARRATIVE L0001 ***

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 The Government plans to award approximately 13 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

Name of Offeror or Contractor:

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.

Name of Offeror or Contractor:

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 either as the prime contractor that involved contractor team arrangement(s) (as defined by FAR 9.601) with at least three other organizations not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations. Include detail discussing the type and portion of work performed by each firm to accomplish tasks relevant to the R&D SOW key tasks set forth in paragraphs C.4.1 through C.4.6.**

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

Name of Offeror or Contractor:

cost analysis techniques and procedures identified in FAR 15.404-1. The R&D Pricing Labor Matrix (Attachment 0002) will only be evaluated to determine reasonableness. The R&D Prime Proposal Summary File - Blast Mitigation (Attachment 0012) will be evaluated to determine both reasonableness and cost realism.*

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.

*Changes pursuant to Amendment 0001

**Changes pursuant to Amendment 0002

*** END OF NARRATIVE M0001 ***

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 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.: 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.

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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.: 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 to 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 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.: 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 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.: 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 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.: 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 to 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 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.: 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, 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.: 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 .: 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 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 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.: A012
 - 2. TITLE OF DATA ITEM : Scientific and Technical Reports
 - 3. SUBTITLE: Final Report
 - 4. AUTHORITY: DI-MISC-80711A
 - 5. CONTRACT REFERENCE: 5.3.1.3.2, 5.3.2.3.5, 5.3.3.3.5 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 eight (8) months*** after the contract award date; eight (8) months*** after the date of option 1 exercise; five (5) months*** after the date of option 2 exercise; and five (5) 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 fifteen (15)*** 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 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.: 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.

***Changes pursuant to Amendment 0003