

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page of Pages 1 89
2. Contract Number	3. Solicitation Number W56HZV-14-R-0031	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2014AUG01	6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ASM-A WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV	8. Address Offer To (If Other Than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 12:00pm (hour) local time 2014SEP10 (Date).

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

10. For Information Call:	A. Name JOHN FLENNER	B. Telephone (No Collect Calls)		C. E-mail Address JOHN.P.FLENNER.CIV@MAIL.MIL
		Area Code (586)	Number 282-9657	Ext.

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

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

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
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15B. Telephone Number	15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code Number Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
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22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
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26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

- 0001
- 0002
- 0003
- 0004
- 0005
- 0006
- 0007
- 0008

Buyer Name: JOHN FLENNER
 Buyer Office Symbol/Telephone Number: CCTA-ASM-A/(586)282-9657
 Type of Contract: Firm Fixed Price
 Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

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

A.1 BACKGROUND/DESCRIPTION OF THE ACTION

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

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

A.2 MINIMUM AND MAXIMUM QUANTITY OF SERVICES

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

A.2.2 The maximum quantity of services the Government is authorized to order against the ERS contract suite is \$1.1 billion.

A.3 SCOPE OF THE MA IDIQ ERS CONTRACT SUITE

The ERS MA IDIQ contract suite will allow for the procurement of services which primarily relate to tasks to keep machines or systems functioning or for maintenance, repair and overhaul, equipment modification, installation of equipment, and technical representative services.

A.4 SOLICITATION STRUCTURE

A.4.1 The Government will utilize North American Industry Classification System (NAICS) code 811111, General Automotive Repair for the ERS MA IDIQ solicitation and resultant contracts and task orders as it encompasses the effort likely to account for the greatest preponderance of work. This NAICS code, 811111, will also be used for all task orders issued against the ERS contract suite.

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

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The ERS MA IDIQ Contract suite will consist of two pools: A restricted pool and a full and open pool. The restricted pool will be comprised of only Small Business (SB) contractors, and the Government will evaluate only SB offerors for inclusion in this pool. The full and open pool will be comprised of all Other-Than-Small Business (OTSB) offerors, and the Government will evaluate only OTSB offerors for inclusion in this pool. After award of a MA IDIQ contract, SBs may submit a proposal in response to a competitive task order request issued for either the restricted pool or the full and open pool. OTSBs may only submit a proposal in response to competitive task orders issued for the full and open pool.

All competitive task orders will be set aside for competition among the restricted pool contractors whenever the estimated value of the task order exceeds the Simplified Acquisition Threshold but does not exceed \$3 million per year. Depending upon the SB MA IDIQ contractors comprising the restricted pool, requirements may be reviewed for additional opportunities to set aside the requirements for specific sub-categories of SBs (e.g., Small Disadvantaged Business (SDB), Historically Underutilized Business Zone (HUBZone), Service Disabled Veteran Owned Small Business (SDVOSB)).

Task orders exceeding \$3 million per year may be solicited in the full and open pool. However, they may be set aside for the restricted pool contractors at the discretion of the Contracting Officer IAW FAR 19.502-4(c).

At the task order level, if a requirement is solicited solely to the restricted pool contractors, the requirements set forth in FAR Clause 52.219-14, Limitations on Subcontracting, shall be followed.

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

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

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

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

A.4.4 Evaluation of Proposals:

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

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

A.5 NUMBER OF MA IDIQ CONTRACT AWARDS ANTICIPATED

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

A.6 ERS CONTRACT SUITE ORDERING PERIOD

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

A.7 TASK ORDER PERIOD OF PERFORMANCE

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

A.8 TASK ORDER AWARDS

The fair opportunity provisions within FAR 16.505(b) will apply to all task orders issued against the ERS contract suite, unless an

Name of Offeror or Contractor:

exception applies IAW FAR 16.505(b)(2).

The labor categories and their respective ceiling prices proposed within the ERS Pricing Labor Matrix (Attachment 0002) will be part of the awarded MA IDIQ contract and shall be used to propose labor rates at the task order level. Additional labor categories that are not listed in the ERS Pricing Labor Matrix (Attachment 0002) may be added by the Government at the task order level IAW the applicable Changes clause. Additionally, contractors may propose additional labor categories at the task order level, if authorized by the task order solicitation.

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

The Government reserves the right to unilaterally award task orders to the successful offeror who submitted a proposal in response to a task order request. The unilaterally awarded task order shall be considered accepted by the contractor unless rejected in writing within three business days after issuance.

A.9 ADEQUACY OF ACCOUNTING SYSTEM

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

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

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

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

Depending upon the effort required by a specific task order, the Contracting Officer may add other FAR, DFARS, AFARS clauses, or any other terms and conditions that may be applicable, to individual task orders issued against the ERS contract suite.

A.11 JOINT VENTURES (JVs)

To be recognized as a JV as referenced in Section A.4.3 and eligible for award of an ERS MA IDIQ contract and any subsequent task orders, the membership arrangements of the JV shall be identified and the company relationships fully disclosed in the offerors proposal IAW FAR 9.603. A copy of the agreement establishing the JV shall contain the signatures of all of the members comprising the JV.

*** END OF NARRATIVE A0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 WARREN ELECTRONIC CONTRACTING	MAR/2013

(a) All Army Contracting Command - Warren (DTA) solicitations and awards are distributed on the Army Contracting Command - Warren Procurement Network (ProcNet) Business Opportunities website (<https://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Unless directed to do otherwise in Section L of this solicitation, you are required to submit your offer, bid, or quote electronically, via the Army Single Face to Industry (ASFI) Online Bid Response System (BRS). For detailed information about submitting your offer electronically, please see <https://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

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(d) Requirements for the online ASFI bid submission:

(1) You must be registered in the System for Award Management (SAM) at www.sam.gov (a Federal Government owned and operated free web site) and have a CAGE Code and CCR Marketing Partner Identification Number (MPIN).

(2) If you found the solicitation on ProcNet, use the following link to the Start Bid Page on the ASFI BRS website for this solicitation:

https://acquisition.army.mil/asfi/solicitation_view.cfm?psolicitationnbr=W56HZV14R0031

(3) If you found the solicitation by searching on ASFI, you can start the online bidding process by using the Start Bid button on the ASFI Solicitation View page. You may also access the ASFI BRS by going to <https://acquisition.army.mil/asfi/> and clicking on the Contracting Opportunities Search to find the solicitation.

(4) Once in the ASFI BRS, you will be asked to enter basic information and will then be directed to upload one or more files containing your offer and information required by the solicitation.

(5) You will receive a confirmation of your bid upon completion of the bid submission process.

(6) You can find detailed BRS user instructions on the ASFI website at https://acquisition.army.mil/asfi/BRS_guide.doc.

(e) Note to offerors:

Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the Army Contracting Command - Warren (DTA), Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified on the cover page of this solicitation. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified on the cover page of this solicitation, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Note: There is no "expected" or "target" length of time for proposal submission; size and content may be factors, therefore offerors are strongly cautioned to submit their proposals allowing adequate time for submission.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(f) Any award issued as a result of this solicitation will be distributed electronically. Awards and modifications posted on ProcNet represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release in the base contract or contract modifications, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(g) If you have questions or need help using ProcNet, call our E-commerce Contracting Help Desk at (586) 282-7059, or send an email to usarmy.detroit.acc.mbx.wrn-web-page-request@mail.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/SmallBusiness/Pages/ProcurementTechnicalAssistanceCenters.aspx> to find a location near you.

[End of Provision]

Information regarding the Ombudsperson for this contract is located at the following website:

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

Name of Offeror or Contractor:

[End of Provision]

A-3 52.214-4000 ACKNOWLEDGMENT OF AMENDMENTS OCT/1993

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

:	:	:
:	<u>Amendment Number</u>	<u>Date</u>
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[End of Provision]

The purpose of Amendment 0001 is to:

1. Revise Section L.4.1.2.1 as follows:

FROM: Service contracts performed as the prime contractor which included contractor team arrangement(s) (as defined by FAR 9.601(1)) of at least three other organizations, not including the prime contractor. Include detail discussing the type and portion of work performed by each firm to accomplish tasks relevant to the ERS SOW key tasks set forth in paragraphs C.4.1-C.4.6.

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

- a. ATTACHMENT 0003 - ERS EXPERIENCE MATRIX/NARRATIVE: Revise Relevance Consideration #1 to reflect the above change.
- b. ATTACHMENT 0004 - ERS CROSS-REFERENCE MATRIX: Revise Relevance Consideration #1 to reflect the above change.

2. Revise Section L.1.4 as follows:

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

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

3. Revise Section L.2.2 as follows:

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

TO: Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent

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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.

4. Revise M.7.5 as follows:

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

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

5. Revise 52.215-4005, MINIMUM ACCEPTANCE PERIOD, paragraph (b) as follows:

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

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

*** END OF NARRATIVE A0002 ***

The purpose of Amendment 0002 is to:

1. Revise Section M.5.1.1 as follows:

FROM: Service contracts performed as the prime contractor which included contractor team arrangement(s) (as defined by FAR 9.601) of at least three other organizations, not including the prime contractor. Include detail discussing the type and portion of work performed by each firm to accomplish tasks relevant to the ERS SOW key tasks contained within paragraphs C.4.1-C.4.6.

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

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

*** END OF NARRATIVE A0003 ***

The purpose of Amendment 0003 is to:

1. Revise the Organizational Conflict of Interest language in Section H.16.

Name of Offeror or Contractor:

a. Section H.16.1.1 is added. H.16.1.1 states, "Intent. Nothing in paragraph H.16 of this contract is intended to further broaden the OCI limitations and general rules found in FAR 9.505."

b. Section H.16.4 is revised:

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.

c. The first sentence of Section H.16.4.1.1 is revised:

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.

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.

2. 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 ERS 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.

3. SECTION H.2.1.5 has been revised as follows:

FROM: Overtime shall be explicitly authorized by the Contracting Officer in advance of being worked.

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

4. SECTION H.20, HAZARDOUS DUTY/ISOLATION PAY, has been revised as follows:

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

5. ATTACHMENT 0002 - ERS PRICING LABOR MATRIX: Revise column headings on the "Category descrip with Min Quals" tab as follows:

a. Change Colum E header from "Level I" to "Level I Minimum Qualifications"

b. Change Colum F header from "Level II" to "Level II Minimum Qualifications"

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- c. Change Colum G header from "Level III" to "Level III Minimum Qualifications"
- d. Change Colum H header from "Level III maximum" to "Level III Maximum Qualifications"
- 6. ATTACHMENT 0010, TOR ATTACHMENT 1, ROBOTICS PWS is revised as follows:
 - a. At paragraph 1.6.6, the type of contract/task order is changed from Time & Materials to Cost-Plus-Fixed-Fee.
 - b. Paragraph 1.6.9 "Reserved" is added.
 - c. At paragraph 5.2.5.1(e) to reference 5.2.5.1 instead of 5.2.6.1.
 - d. At 5.2.3.3, the referenced paragraphs are changed from 5.2.4.1 and 5.2.4.2 to 5.2.3.1 and 5.2.3.2, respectively.
 - e. At 5.2.4.2, the reference to paragraph 5.2.5.1 is changed to 5.2.4.1.
 - f. In Performance Requirements Summary #1, Monthly Progress Reports CDRL A001, reference to PWS paragraphs 5.2.7, 5.5.3, and 5.6.5 is removed.
- 7. ATTACHMENT 0011, TOR ATTACHMENT 2, ROBOTICS CDRLS is revised to remove reference to PWS paragraph 5.2.7 from CDRLs A001, A002, A003, and A010.
- 8. ATTACHMENT 0012, TOR ATTACHMENT 3, ERS PRIME PROPOSAL SUMMARY FILE - ROBOTICS is revised. The labor categories for PWS Task Area 1, 5.1.5 and 5.1.6, are revised from 17-21111 Health and Safety Engineer III to 17-2199 Engineers, All Others, III._
- 9. SECTION L.1.2 will be revised to incorporate clarification on graphic presentations, incorporating the following sentence: "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."
- 10. SECTION M.6.1.1 is revised to remove reference to NIE, and replace it with reference to the Robotics PWS (Attachment 0010).
- 11. Except as provided herein, all other terms and conditions of this solicitation remain unchanged.

*** END OF NARRATIVE A0004 ***

The purpose of Amendment 0004 is to:

- 1. ATTACHMENT 0012, TOR ATTACHMENT 3, ERS PRIME PROPOSAL SUMMARY FILE - ROBOTICS is revised as follows:
 - a. The acronym FLW is corrected in multiple locations on the 'Labor Distribution' tab. FLW is Fort Leonard Wood, MO, not Fort Lewis, WA.
 - b. Correction of the format for cells A31 and A35 on the 'Labor Distribution', 'Robotics Prime', 'Robotics Sub Labor', and 'Hours Check' tabs.
 - c. The labor categories 5.1.5 and 5.1.6 under Labor Overhead Task Area 1 , 'Robotics Prime' tab, are revised from 17-2111 Health and Safety Engineer III to 17-2199 Engineer, All Others, III.
- 2. Section M.5.2 is revised as follows:

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

TO: Even where the offeror's proposal identifies experience for itself, the Government will consider whether the benefits of its cited experience will ever be employed/realized should the offeror subsequently be awarded a contract. Accordingly, any prime experience which is identified in the offeror's experience factor proposal, but the other volumes of the offeror's proposal do not clearly support that the cited experience is intended to be used by the offeror during contract performance, may be discounted in whole or in part. The offeror may also be evaluated based on other Government or private source information.
- 3. Except as provided herein, all other terms and conditions of this solicitation remain unchanged.

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*** END OF NARRATIVE A0005 ***

The purpose of Amendment 0005 is to:

1. The solicitation closing date is extended to Wednesday, 10 September 2014 at 12:00p Eastern Standard Time. This change is reflected in Section L.1.3.

2. ATTACHMENT 0009, TASK ORDER REQUEST: ROBOTICS is revised:

a. Section B is revised to add 'OCONUS related ODCs' subCLINs as part of the proposed structure for CLINs 0002 - 0005; to match Attachment 0012.

b. Section M paragraph 3 is revised to state that "the Technical Factor is slightly more important than the Cost/Price Factor." This change is made to match Section L paragraph 4.

3. ATTACHMENT 0010, TOR ATTACHMENT 1, ROBOTICS PWS is revised by deleting paragraph 1.6.7.1.3.

4. ATTACHMENT 0012, TOR ATTACHMENT 3, ERS PRIME PROPOSAL SUMMARY FILE - ROBOTICS is revised:

a. The 'Phase-In' tab is revised as follows:

1) The Materials section, beginning at Row 39, is changed to Other Direct Costs (ODCs). The revised section includes a row for 'ODC (profit applies)' and a row for 'ODC (no profit)'.

2) The G&A section is revised to include a calculation of G&A for 'Labor', 'ODC (profit applies)', and 'ODC (no profit)'. Changes to formulas have been made in the section as necessary to calculate a 'Total G&A' amount.

3) The Profit section is revised for calculation of proposed profit without inclusion of the 'ODC (no profit)' amounts; the formula for the calculation is changed.

4) The Cost of Money section is revised for a single line; offeror will enter the FCCM amount in Cell H60. A line is added to allow for a brief narrative description.

b. The 15-1121 Computer Systems Analyst III position is in support of Task Area 2, 5.2.6.1, and the 15-1141 Database Administrator II is in support of Task Area 2, 5.2.6.2. These references are corrected in multiple locations within Attachment 0012.

c. The SCA 'Electronics Technician Maintenance III - OT' position is corrected to SCA #23183. This position is under Task Area 2, 5.2.3.2, on several tabs within Attachment 0012.

5. ATTACHMENT 0014, TOR ATTACHMENT 5, ROBOTICS WAGE DETERMINATIONS is revised to reflect updates made by the Department of Labor on 25 July 2014.

6. Revise Section L.1.2 as follows:

a. The "Page Suggestions" column header is replaced by a "Page Limits" column header in the L.1.2 table. Number of pages is increased by 5 pages for both the Volume II: Experience Factor and Volume III: Technical Factor.

1) Volume II: Experience Factor is increased from a 20 page suggestion to a 25 page limit.

2) Volume III: Technical Factor is increase from a 20 page suggestion to a 25 page limit.

b. Section L.1.2 is changed as follows:

1) FROM: Proposal Content: The offeror's proposal shall be submitted in five separate volumes, as set forth below. Proposals shall not contain citations or links to other websites. All proposal information shall be in the English language. Proposals shall be submitted on standard 8.5 x 11 paper. Font size shall be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. The offeror shall number each page and provide an index/Table of Contents with each volume. Drawings and graphics included within the proposal that may be more appropriate to use larger paper may utilize no larger than 11 x 17 paper. 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:

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

2) **TO:** Proposal Content: The offeror's proposal shall be submitted in five separate volumes, as set forth below. Proposals shall not contain citations or links to other websites. All proposal information shall be in the English language. Proposals shall be submitted on standard 8.5 x 11 paper. Font size shall be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. The offeror shall number each page and provide an index/Table of Contents with each volume. The index/Table of Contents will not be subject to the page limits set forth below. 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:

<u>Volume #</u>	<u>Volume Title</u>	<u>Page Limit</u>
Volume I:	Proposal Terms and Conditions	N/A
Volume II:	Experience Factor	25 pages
Volume III:	Technical Factor	25 pages
Volume IV:	Cost/Price Factor	N/A
Volume V:	Small Business Participation Factor	N/A

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

*** END OF NARRATIVE A0006 ***

The purpose of Amendment 0006 is as follows:

1. Attachment 0009, TASK ORDER REQUEST: ROBOTICS is revised as follows:

a. Section L, paragraph 2:

1) **FROM:** The proposal evaluation and discussion procedures in Federal Acquisition Regulation (FAR) Subpart 15.3 (Source Selection) do not apply to the evaluation process of this TOR. The Government will conduct evaluations using a best value tradeoff approach and will follow FAR 16.505 (Ordering Procedures). Although the Government does not intend to hold discussions, the Government does reserve the right to negotiate with one or more, but not necessarily all offerors, for any reason.

2) **TO:** Although the Government does not intend to hold discussions, the Government does reserve the right to negotiate with one or more, but not necessarily all offerors, for any reason.

2. Attachment 0012, TOR ATTACHMENT 3, ERS PRIME PROPOSAL SUMMARY FILE - ROBOTICS is revised as follows:

a. Labor category "53-1021 First-Line Supervisor of Helpers, Laborers, and Material Movers, Hand" is incorporated into the labor mix under multiple locations in Attachment 0012 to support Task Area 2, 5.2.4.2. Required total hours for the base and each option period are established for the 53-1021 position.

b. The labor hours for labor category "21410 (SCA) Warehouse Specialist" are decreased for the base and each option. However, the balance of total hours to support Task Area 2, 5.2.4.1 and 5.2.4.2, have an overall increase for the base and each option period.

Note: The labor distribution is changed on the 'Labor Distribution' tab for each of the above labor categories.

3. Section L.1.2 is revised as follows:

a. **FROM:** Proposal Content: The offeror's proposal shall be submitted in five separate volumes, as set forth below. Proposals shall not contain citations or links to other websites. All proposal information shall be in the English language. Proposals shall be submitted on standard 8.5 x 11 paper. Font size shall be no smaller than 10 point with margins no less than 1 inch (top, bottom, left,

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and right) excluding headers, footers, and page numbers. The offeror shall number each page and provide an index/Table of Contents with each volume. The index/Table of Contents will not be subject to the page limits set forth below. 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:

<u>Volume #</u>	<u>Volume Title</u>	<u>Page Limit</u>
Volume I:	Proposal Terms and Conditions	N/A
Volume II:	Experience Factor	25 pages
Volume III:	Technical Factor	25 pages
Volume IV:	Cost/Price Factor	N/A
Volume V:	Small Business Participation Factor	N/A

b. TQ: Proposal Content: The offeror's proposal shall be submitted in five separate volumes, as set forth below. Proposals shall not contain citations or links to other websites. All proposal information shall be in the English language. Proposals shall be submitted on standard 8.5 x 11 paper. Font size shall be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. The offeror shall number each page and provide an index/Table of Contents with each volume. The index/Table of Contents will not be subject to the page limits set forth below. 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:

<u>Volume #</u>	<u>Volume Title</u>	<u>Page Limit</u>
Volume I:	Proposal Terms and Conditions	N/A
Volume II:	Experience Factor	25 pages
Volume III:	Technical Factor	25 pages
Volume IV:	Cost/Price Factor	N/A
Volume V:	Small Business Participation Factor	N/A

The Government will not evaluate pages in excess of the limitations stated above.

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

*** END OF NARRATIVE A0007 ***

The purpose of Amendment 0007 is as follows:

1. ATTACHMENT 0012, TOR ATTACHMENT 3, ERS PRIME PROPOSAL SUMMARY FILE - ROBOTICS is revised as follows:

a. The labor hours for labor category "53-1021 First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand" on the "Hours Check" tab, cell P26, are increased from 2,280 to 2,880. The corresponding total hours for this labor category, cell AZ26, are increased from 11,880 to 12,480.

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

*** END OF NARRATIVE A0008 ***

The purpose of Amendment 0008 is to:

1. Revise Section L.1.3 as follows:

FROM: Submission Due Date And Time: The offeror's proposal shall be received at the web address set forth below no later than 12:00p (noon) Eastern Standard Time on Wednesday, 10 September 2014. The offeror shall ensure its proposal is received at the

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Statement of Work (SOW) for
Equipment Related Services (ERS)

C.1 Scope: This statement of work for the ERS contract suite is intended for Task Order (TO) requirements that call for the contractor to perform services related to maintenance, repair and overhaul, equipment modification, installation of equipment and technical representative services to keep machines, systems, and vehicles functioning or in working order.

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

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

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

C.2.1 Specifications, Standards and Handbooks:

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

AR 700-127 (Integrated Logistics Support)

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

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

MIL-HDBK 502A (Product Support Analysis)

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

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

DA PAM 700-32 (Packaging of Army Materiel)

MIL-STD 2073 (Standard Practice for Military Packaging)

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

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

MIL-STD 3046 (Configuration Management)

MIL-STD 130 (Identification Marking of U.S. Military Property)

International Organization for Standardization (ISO) 9000 and ISO 9001 (Quality Management)

C.2.2 Other Government Documents, Drawings and Publications:

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

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

Defense Logistics Agency (DLA) Form 339 (Request for Engineering Support)

Department of Defense (DD) Form 314 (Preventative Maintenance Schedule and Record)

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Department of Army (DA) Form 2408-5 (Equipment Modification Record)

DA Form 2408-9 (Equipment Control Record)

DA Form 2408-14 (Uncorrected Fault Record)

DA Form 2408-20 (Oil Analysis Log)

DA Form 2409 (Equipment Maintenance Log)

DA Form 2404 (Equipment Inspection and Maintenance Worksheet)

C.3 General Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

C.3.11 Contractor Management Focal Point: The contractor shall establish a single management focal point and maintain a supporting

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program management system tailored to accomplish the administrative, management, security, quality control, technical, and financial requirements associated with each individual TO awarded hereunder.

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

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

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

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

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

C.3.17 RESERVED

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

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

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

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

C.4.1 Materiel Acquisition Support: The contractor shall provide equipment and logistics related services that support technologies, hardware, vehicle systems, weapon systems, and software as a part of the Materiel Acquisition Process.

C.4.1.1 Pre-Production Phase Support: The contractor shall plan, manage and execute the following, as specified in the awarded TO issued hereunder:

a) Test, evaluation, and demonstration activities, to include the following: preparation of test and evaluation strategy and test plans, development of the Test and Evaluation Master Plan (TEMP), engineering support for operational assessments and Live Fire Test and Evaluations (LFT&E), to include: component and system-level testing, advanced technology demonstrations and outcome-based performance measures, developmental test and evaluation, technical support and interpretation of results of Operational Test and Evaluation (OT&E);

b) Lifecycle logistics functions, IAW standards and regulations identified in the awarded TO issued hereunder, to include the following: training plans, manpower estimates, Human System Integration (HSI) strategy, repair analysis, assessments for special sets/kits/tools/outfits, special test, measurement, and diagnostic equipment, HAZMAT impact, environmental, occupational health evaluation and Chemical, Biological, Radiological, Nuclear, and High Yield Explosive (CBRNE); training plans, human systems integration portion of Manpower Integration (MANPRINT), manpower estimates, systems support and maintenance objectives and requirements, interoperability; performance based logistics, unique item identification, training plans, human systems integration strategy, manpower estimates, interoperability, product support plan and capability, and review special kits, outfits, sets, tools, test, measurement and diagnostic equipment; design and develop packaging and handling systems and storage requirements for design systems or components.

C.4.1.2 Production and Deployment Phase: The contractor shall provide testing services, and integration and interoperability services to include tear down, inspection, and recommended fixes. This work may include tasks such as the following: failure analysis, engineering design review for life cycle cost reductions, and product-change analysis of components and end items. The contractor may

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provide component and vehicle testing, design analysis, design layout and simulation, prototype build and delivery of recommended design changes to the Government. The contractor shall provide services for production and deployment phase-specific processes and activities to include the following:

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

b) Lifecycle logistics activities to include the following: performance based logistics, unique item identification, human systems integration, manpower estimates, interoperability certification, and review of special kits, outfits, sets, tools, support equipment and test, measurement and diagnostic equipment.

C.4.1.3 Operations and Support Phase: The contractor shall provide services for operations phase-specific processes and activities to include the following:

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

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

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

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

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

C.4.1.4 Demilitarization and Removal from Service: The contractor shall provide services for demilitarization and disposal activities as specified in the individual TO.

C.4.1.5 Systems Integration: The contractor shall provide system integration of hardware and software, to include the following:

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

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

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

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

e) Troubleshoot and correct system or component failures;

f) Generate and maintain validation records;

g) Design system models and fabricate prototype equipment;

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

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

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

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

l) Perform physical examinations, demonstrations, and testing;

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

n) Develop operations, maintenance, and installation manuals.

C.4.1.5.1 Standardization: The contractor shall prepare and implement an overall standardization program plan for specified systems and subsystems. The standardization program plan shall optimize the commonality of parts, components, and subcomponents. The standardization program plan shall conform to the Army's Implementation Plan (AIP).

C.4.1.5.2 Human System Integration (HSI): The contractor shall validate human factors engineering analysis, simulation, testing, evaluation, documentation and reporting IAW MIL-HDBK 759B and MIL-STD 1472D. The contractor shall evaluate the human machine interface for system operators and maintainers.

C.4.1.5.3 System Safety: The contractor shall perform health hazard, hazardous materials and other safety related analyses. The contractor shall identify safety features of hardware, software and integrated systems design and the associated mitigating designs, procedures, precautions, training, engineering controls, equipment and protective procedures in order to achieve an acceptable risk. The contractor shall conduct hazard evaluations, accident evaluations and reports, and prepare Safety Assessment Reports (SAR) IAW MIL-STD 882. The contractor shall prepare System Safety Plans, Hazardous Material Management Plans and input to the system MANPRINT Management Plan. The contractor shall participate in System Safety Working Groups and represent Safety engineering on other Integrated Product Teams (IPT) and meetings.

C.4.1.6. Producibility: The contractor shall evaluate the inherent producibility of proposed technologies, designs and design changes, and identify and evaluate the associated issues and impacts on economic feasibility of production. The contractor shall identify improvements in the design that would result in an economically producible design.

C.4.1.7 Configuration Management (CM): The contractor shall operate and maintain a CM system for any design or system, hardware or software, assigned to the contractor as a design agent, authority or custodian IAW MIL-HDBK 61A(SE) and MIL-STD 3046. This work shall include the following:

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

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

c) Conduct configuration verifications through a Physical Configuration Audit or a Configuration Item Verification Review using the appropriate equipment.

C.4.1.8 Product Improvements: The contractor shall provide evaluation expertise for potential improvements with respect to system or subsystem functionality and affordability. Potential improvements shall include the following: survivability, mobility, lethality, seaworthiness, protection, energy efficiency, Safety of Life at Sea (SOLAS) requirements, sustainability, performance, operating, cost reduction, and value engineering. Services shall include the following: providing personnel with demonstrated expertise in support of Modernization through Spares (MTS) and OSCR initiatives, tradeoff analysis, cost benefit analysis or life cycle cost projections, or in the conduct of pilot projects and demonstrations relevant to fact based evaluation of such services.

C.4.1.8.1 Value Engineering (VE) and OSCR: The contractor shall provide VE and OSCR program services to include the following: design, prototype, test, trial fit, low rate production and identification of candidates for VE or OSCR and the associated analysis.

C.4.1.9 Infrastructure, Laboratories and Equipment Support: The contractor shall provide support for infrastructure and utilization for laboratories. The contractor shall provide support for the following: laboratory master planning activities space allocation, design for architectural construction and architectural projects, equipment installation general, special, and emergency events support as specified in the individual TO.

C.4.1.9.1 Laboratory Maintenance and Technical Support: The contractor shall operate and perform preventive maintenance, repair, and replacement for all shop, prototype, industrial, laboratory type equipment to include purchase, operation, and maintenance of specialty equipment used for research, design, and prototype activities. This shall include support for all hand receipt or durable equipment items as specified in the individual TO.

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

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

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

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

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

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

C.4.2.1.3.3.1 System Support Packages Components List (SSPCL): The contractor shall prepare and provide a SSPCL that identifies the contents of the SSP for each test site and the activity responsible for each SSP item.

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

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

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

C.4.3 Logistics Management:

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

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

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

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

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

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

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

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

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

C.4.3.2.2 Alternative Support Strategies: The contractor shall examine other IPS, MANPRINT, HSI Program support alternatives. The contractor shall perform analyses of alternatives. Analyses accomplished under this task shall include the following: modernization through spares and O&S cost reductions, tradeoff analysis, cost benefit analysis, life cycle cost projections, and other IPS, MANPRINT, HSI support alternatives. Alternatives selected to support the system(s) shall be documented in Logistics Management Information (LMI) for the system.

C.4.3.2.3 Level of Repair Analysis (LORA): The contractor shall conduct LORA on specified Line Replaceable Units (LRU), ensuring consistent coherent support for the end item IAW MIL-HDBK 502A.

C.4.3.2.3.1 Two Level Maintenance (TLM): The contractor shall support activities necessary for the execution of the DoD TLM efforts. Activities shall require representation at reviews and meetings, preparation, updating and validation of maintenance data and reports, and logistics engineering and products to support equipment as specified in the individual TO. The results shall be documented in LMI. The contractor shall review, analyze, and update data for specified TLM equipment. Efforts shall include, but are not limited to, the following: technical manuals and maintenance procedures, manpower requirements, provisioning, Repair Parts and Special Tools List (RPSTL), Maintenance Allocation Charts (MACs) and Manpower Requirements Criteria (MARC) reports.

C.4.3.2.4 Transportability Assessment: The contractor shall analyze, design, develop, verify, integrate, and test specified systems to

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ensure capability of meeting transportability requirements. The contractor shall conduct a transportability analysis to ensure that the specified system is transportable by highway, rail, marine, and air modes. The contractor shall analyze, design, develop, verify, integrate, and test specified systems capable of meeting stated transportability requirements. The analysis shall define the procedures and ensure the design is suitable to meet lifting and tie down requirements.

C.4.3.2.5 Facilities Assessment: The contractor shall identify the need for facilities to support the equipment being sustained or developed. When an analysis indicates a need for facilities, either new or increased, the contractor shall inform the Government. The contractor shall provide the results of the assessment to include the design drivers and associated facilities recommendations.

C.4.3.2.6 Business Case Analysis (Performance Based Logistics (PBL)): The contractor shall perform preliminary research supporting development of PBL business case assessments and studies. Research and draft documentation shall be IAW current DoD and Army Regulatory guidance that will be specified in the individual TO.

C.4.3.2.7 Logistics Studies: The contractor shall perform analyses and studies to assess initiatives, readiness, field issues, acquisition logistics or other logistics studies to include the following:

C.4.3.2.7.1 Army Transformation, Velocity Management, Logistics Initiatives: The contractor shall develop technical studies relative to Army Transformation, Velocity Management, and other logistics initiatives.

C.4.3.2.7.2 Condition Based Maintenance (CBM): The contractor shall assess the CBM program and make recommendations for improving and executing it. The contractor shall provide support to the implementation of CBM to include the following:

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

C.4.3.2.8 Logistics Management Information (LMI): The contractor shall develop, acquire and maintain LMI for specified equipment. The contractor shall deliver LMI data that reflects the optimum logistic support package requirements at the lowest cost of ownership to the Government. The data shall reflect the latest knowledge on the system to include the results of field feedback and testing.

C.4.3.2.8.1 Basis of Issue Plans (BOIP) Feeder Data/Data Interchange: The contractor shall prepare item documentation to include BOIP feeder data, and System Interchange documentation.

C.4.3.2.8.2 Manpower Requirements Criteria (MARC) Program/Manpower Estimate Report (MER): The contractor shall utilize LMI and determine and analyze mission-essential wartime requirements for manpower of specified systems. The contractor shall submit proposed MARC changes and prepare a MER, to be submitted as a report to the Government. The format of the report shall be specified in the individual TO.

C.4.3.2.8.3 Maintenance Allocation Chart (MAC): The contractor shall generate a MAC that shall be an output from LMI following the same order and treatment as a specified systems Technical Manual (TM). The contractor shall also provide a maintenance task list from LMI that serves as the basis for the MAC.

C.4.3.3 Logistic Package Development and Maintenance: The contractor shall plan, manage, develop and maintain the Logistics Support Package reflecting the LMI. The contents and maturity of the package shall be tailored to the needs of key program events to include testing, fielding and training. The package shall be updated from logistics demonstrations and technical manual validations, design changes, and corrections identified by the field.

C.4.3.3.1 Technical Publication Development and Maintenance: The contractor shall plan, prepare, validate, verify and maintain equipment publications, Electronic Technical Manuals (ETM), Interactive Electronic Technical Manuals (IETM) to include RPSTLs and supporting specified equipment, ensuring that they are technically accurate, effective, and reflect the results of supportability analyses reflected in LMI.

C.4.3.3.1.1 Technical Writing and Editing Service: The contractor shall provide technical writing, editing and publications production skills, as specified in the individual TO.

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

C.4.3.3.1.3 Extensible Markup Language (XML) Conversion: The contractor shall manage and perform XML implementation and conversion

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efforts, to include XML workstation coordination, setup and operation, and development of quality assurance procedures and documentation to enable Government review of vendor prepared XML tagged TM and other documents.

C.4.3.3.1.4 Modification Work Order (MWO) Development: The contractor shall plan, manage, develop, validate MWOs and execute associated activities, as specified in the individual TO.

C.4.3.3.2 Provisioning: The contractor shall perform tasks such as providing the Government with a complete range of technical data necessary to ensure supply support for specified equipment. System technical data shall reflect the as-built and as supported configurations.

C.4.3.3.3 Test, Measurement and Diagnostic Equipment (TMDE): The contractor shall identify and develop those TMDE support resources to include any augmentation to ensure the ability of the specified equipment to be effectively diagnosed and its maintenance verified. Maintenance concepts shall include the optimum use of accurate on-board or embedded diagnostic and prognostic capability to include BIT and BITE.

C.4.3.3.4 Packaging Development and Maintenance: The contractor shall review and recommend the appropriate performance based and detailed packaging requirements that satisfy the equipment and support items protection and preservation needs. The contractor shall take into account the environment in which the equipment and support items will be stored IAW MIL-STD 2073 and DA PAM 700-32. Tasks shall include the following: preservation, packaging, packing, marking and exercising efforts for specified TACOM LCMC equipment, both secondary and major end items; design, development, fabrication, testing, and documenting of special packaging designs; and providing all packaging LMI data elements for all store, stock, and issue items of supply. The contractor shall manage the Long Life Reusable Container Program, shelf life program, hazardous materiel packaging, National Maintenance Management packaging, and stock readiness program, when specified in the individual TO.

C.4.3.4 Logistic Package Validation and Verification: The contractor shall validate the Systems Support Package, IAW AR 700-127 through static activities to include joint Government and contractor logistics demonstration and TM validation, and capture and document the verification through dynamic efforts to include Government testing and active field usage. The contractor shall analyze the results of the validation and verification activities and update the Systems Support Package to correct errors, issues and shortcomings identified. The contractor shall plan, manage and support hands-on demonstrations to include logistics demonstrations, maintainability demonstrations, and technical manual validations and verifications. The contractor shall evaluate the effectiveness of the Logistics Support Package through evaluation of the SSP utility during testing.

C.4.3.4.1 Materiel Fielding Planning: The contractor shall provide fielding and training services CONUS and OCONUS. The contractor shall provide support data analysis for materiel fielding to be reflected in the systems Materiel Fielding Plan. Support data analysis shall reflect a total package fielding approach with deliveries of the verified Logistic Support Package to include, technical manuals, New Equipment Training (NET), sustainment training, training devices, and all support items. The contractor shall participate in New Materiel Introductory Briefings and reviews in response to the gaining commands Mission Support Plan.

C.4.3.4.2 Total Package Fielding (TPF): The contractor shall manage TPF efforts for assigned systems. Activities shall require representation at reviews and meetings, development of integrated fielding plans, and directing TPF activities.

C.4.3.4.3 Training: The contractor shall provide qualified instructors to conduct NET, sustainment, and institutional training. The contractor shall conduct instructor and key personnel training, and provide re-useable training materials to include software and hardware training for mockup, simulators and development of training aids. Additional tasks shall include coordinating and facilitating training classes for the Government in various other areas related to this contract.

C.4.3.4.3.1 Training Support: The contractor shall provide training support to ensure the War fighter and technical support personnel are provided with instruction, exercises and skills regarding logistical platforms, systems, and war fighting capabilities. Training support shall include the following:

a) Administrative services to include registering students for training, reserving space and facilities for training at sites identified within the TO, maintaining class rosters, maintaining attendance records, and generating training completion certificates;

b) Technical and administrative services for conducting market surveys to identify available training courses or sources for training, relevant to a particular training need identified within the TO; and

c) Technical services for developing and delivering training courses or modules, either in-person or by electronic delivery, to include video training modules or computer-based training. These services may involve the development of training plans or course plans, development of specific training content, development of training aids to include student guides or handbooks, development, assembly, and shipment or set-up of Training Equipment Sets, and the delivery of training at sites which may be either CONUS or OCONUS (including Foreign Military Sales (FMS)) locations.

C.4.3.4.3.2 Training Development and Delivery: The contractor shall develop and deliver training to include the following:

a) Technical services for developing and delivering user and maintainer training in conjunction with the fielding of new hardware

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or new hardware modifications; and

b) Power Projection Training Programs of Instruction, to include NET to consist of Program of Instructions (POI); the furnishing of Field Service Representative (FSR) trainers for initial operator and maintenance at specified CONUS or OCONUS locations the furnishing of Power Projection Operations Mobile Training Teams.

C.4.3.4.4 Fleet Planning: The contractor shall develop and maintain a Fleet Plan for specified systems or family of systems. The contractor shall capture and maintain data and records (e.g. engineering change proposals, material inspection and receiving reports, and maintenance reports) for systems in development, population by configuration, fleet modernization strategy, and fielding schedules and priorities to formulate the Fleet Plan. The contractor shall apply data and records management and database architectural design and implementation with usage of program acquisition management to communicate the Fleet Plan and recommendations for managing the fleet.

C.4.3.4.5 Automatic Identification Technologies (AIT): The contractor shall perform the activities necessary for the successful execution of the AIT program to include the following: Policy and Strategy Creation; Systems Integration; Business Intelligence and Data Mining; development of Unique Identification (UID)/Radio Frequency Identification (RFID) legacy parts-marking strategies; Business Process Re-Engineering; Business Case Analysis and Automated Information Technology studies relating to Item Unique Identification (IUID) or RFID.

C.4.3.4.5.1 Item Unique Identification (IUID): The contractor shall analyze and assess IUID planning for specified system(s). The contractor shall develop plans for IUID applications to specific equipment to include marking techniques and locations. The contractor shall provide a plan for durable tagging of assets that meets the requirements of MIL-STD 130, and then implement the plan to input the IUID data into a register for asset accountability. Any item with a warranty must have a useable tag through the warranty period.

C.4.3.4.5.2 Radio Frequency Identification (RFID): The contractor shall analyze and assess planned use of RFIDs. The contractor shall develop draft policies, plans and guidelines for RFID applications. The contractor shall apply the draft policies, plans and guidelines to specific equipment to include marking techniques and locations, data capture, loading and utilization.

C.4.3.5 Field Support:

C.4.3.5.1 Product Support Integrator (PSI): The contractor shall serve as the Product Support Integrator and shall provide a theater based Business Case Analysis (BCA) for optimal least cost assimilating support elements, to include addressing the selection of appropriate Product Support Providers (PSPs). When selecting appropriate PSPs, the contractor shall use small business entities to achieve supply chain efficiencies and minimize civilian contractors on the battlefield, to the maximum extent practicable. The contractor shall ensure that the PSP provides the parts supply management and application of support packages to enable world class end item maintenance. The contractor shall follow the Performance Based Agreement and adhere to the applicable PBL criteria, specified in the individual TO, to support contractor maintenance, repair, rebuild, and overhaul, to include the following: operational availability, operational reliability, cost per unit usage, logistics footprint and logistic response time.

C.4.3.5.1.1 PSI Performance Measurements: The contractor shall ensure that the PBL metrics identified in the Performance Based Agreement supports the desired readiness and availability outcomes. The contractor shall establish requirements and controls to ensure the PSP achieves the performance measures tailored by each field commanders identified unique circumstances.

C.4.3.5.1.2 PSI Deployment: The contractor, functioning as the PSI, or their PSP, sub-contractor elements shall be required to deploy to appropriate CONUS and OCONUS locations to provide sustainment, to include maintenance, material and supply chain management and transportation, for supported items in a given theater.

C.4.3.5.2 Area of Responsibility (AOR) Operations and Logistics Readiness: The contractor shall provide field support services, to be fully defined in the individual TO, in the AOR. The contractor personnel shall be required to deploy in support of combat, field exercise, training event, media event or other action in a CONUS or OCONUS location.

C.4.3.5.3 Liaison Officer (LNO) (CONUS or OCONUS): The contractor shall perform the following:

a) Observe and report on activity to the COR, when specified to do so in the individual TO. The contractor shall communicate with the customer for the specified systems to include the following: attend meetings, prepare and present logistics status briefings, and identify and resolve programmatic and logistics issues that impact system availability and readiness, when specified in the individual TO; and

b) Furnish LNO services that provide integration of the specified systems into military units. This work may require the contractor to perform tasks, to include developing and managing a database to track the movement of equipment modifications and safety enhancements from vendor, contractor, and depot locations to AOR installations, maintain contact with the Forward Repair Activity (FRA) and report problematic issues with Equipment Readiness. The LNO may be required to observe and report activity with specified systems to the COR, and ensure that total package fielding, RESET and installation of armor and safety enhancements are synchronized and accomplished, if specified in the individual TO.

C.4.3.5.4 Contractor Logistics Support/PBL: The contractor shall perform logistic support functions in support of a weapon system, end

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item, family of systems, component(s), facilities, and/or operations at an industrial or tactical installation. The contractor shall manage and execute these logistic support efforts to achieve the designated performance metrics specified.

C.4.3.5.4.1 Contractor Maintenance Teams (CMT): The contractor shall establish, operate, support and maintain CMTs that will directly support the maintenance mission of the maintenance team. CMTs shall perform the following: operator and unit level maintenance to TM 10/20 standards, commercial repair standards, preset, reset and national level maintenance for selected units at DoD installations or temporary locations, for specified systems or components.

C.4.3.5.4.2 Contractor Supply Support: The contractor shall perform the following:

a) The contractor shall provide materials, supplies and logistical support to develop, pack, ship, and store repair parts and kits to use in component repair and unit organic or other Government maintenance programs in the accomplishment of Unit Level through National Level maintenance, modification or rebuild;

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

c) Receive, classify, store and distribute repair parts, components and other items of supply; and

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

C.4.3.5.5 Transportation of Assets (CONUS or OCONUS): The contractor shall perform the following:

a) Coordinate transportation of Government assets to ensure they arrive safely IAW the specified Government schedule;

b) Coordinate transportation and supply support to permit rapid deployment and management of supplies and equipment;

c) Provide logistics support planning, inventory and property planning, storage and accountability, and coordinate movement;

d) Provide technical advice, assistance, guidance or operational support to identify and utilize existing regional or global modes of transportation resources, identify alternative capabilities and plan for effective integration of public and private sector support or resources, operation and maintenance of the infrastructures that support these activities. Services may include the operation of a vendor-managed inventory system, the operation of private or Government-owned warehouses, stockrooms, or other storage facilities, shipping and receiving, staging and storage, packing and crating and design, re-engineering, operation and maintenance of distribution and material handling equipment systems. This work may involve tasks related to the following: Standard Army Management Information Systems (STAMIS); supply and operating transformation, performance and command readiness; Distribution Management Stock Readiness; Configured Loads; Integrated Logistics Aerial Re-supply, future transformational logistics, packaging and operations; Stock Readiness (SR); Contract Logistics (CL); Integrated Logistic Aerial Re-Supply (ILAR); Vendor Initiated Parts Re-supply (VIPR) transitions, deployment packages, material and property requirements planning, movement, storage and accountability systems; logistics strategic planning services; Supply and Value Chain Management Services; Distribution and Transportation Logistics Services; asset management and visibility; Unit Level Logistics Systems; Support of the Standard Army Retail Supply Systems; Major Army Command (MACOM) Defense Reutilization and Marketing Service (DRMS) recovery program; and transportation motor pool operation support;

e) Test drive and operate military vehicles and heavy equipment; and

f) Drive, relocate and provide movement of vehicles from one work center, work shop area or production operation to another.

C.4.3.5.6 Equipment Modifications: The contractor shall manage specified equipment modifications and execute associated activities to include In-Progress Review (IPR); conduct New Material Introduction Briefs (NMIB); kit development, installation procedures, publication updates, and specific TMDE; kit procurement, kit storage, kit distribution; scheduling and shipment site coordination; kit application; MWO application management and tracking in multi-functional data; provide application team resources; train application teams; schedule and deploy application and inspection teams; track and report applications into the Modification Management Information System (MMIS); and provide individual and key personnel maintenance training to equipment user and maintainers.

C.4.3.5.6.1 Army Watercraft Systems Requirements: The contractor shall perform work for the PM Army Watercraft Systems for Service Life Extension Programs (SLEP). contractors shall support the following tasks, when specified in the individual TO: naval architecture and marine application; load line, ballast, and seaworthiness; welding and pipe fitting in a marine and watercraft environment; and perform Watercraft tasks IAW the following: American Bureau of Shipping (ABS) standards; CFR; Watercraft Safety Regulations; United States Coast Guard (USCG) standards; SOLAS requirements; and international discharge standards as defined by the Alaska protocol.

C.4.3.6 System Readiness: The contractor shall perform program management and operational support services focused on system

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readiness, to include analyzing, developing, automating and submitting operational plans for approval by the Government. The contractor shall implement procedures and provide program coordination in order to interface, monitor, research, administer, recommend business rules, document support, provide support analysis, formulate logistics topics, initiatives and strategic plans and technical operational and manpower support. The program management and operational support services shall include the following: logistical support and analysis to Resource Management (RM) and budget execution logistical support; operating contractor maintenance facilities at military installations; MACOM and Army Transformation Campaign Plan (TCP); attendance and participation at Maintenance Summits; development of logistics reengineering advertisement, educational, and presentational materials; Items Managed List (IML); Army Campaign Plan (ACP); logistics doctrine and structure; Strategic Readiness System (SRS); Army Balanced Score Card (BSC); Data Based Commitment Accounting System (DCAS); fiscal management; management and funds tracking procedures; Equipment Readiness Posture; Readiness Integrated Database (RIDB); inspection of unit logistical procedures, operational logistical libraries, STAMIS, MACOM Logistics Systems, and DS-RX Programs; Corps/Theater Automated Data Processing Service; CTASC-II; Standard Army Retail Supply System (SARSS); Standard Property Book System Redesign (SPBS-R); Property Book Unit Supply System Enhanced (PBUSE); Logistical Total Army Authorization Document System (LOGTAADS); Requisition Validation (REQVAL); Organizational Clothing and Individual Equipment (OCIE); Command Asset Visibility Equipment Redistribution System (CAVERS) or similar system; Distribution Execution System (DES); Modified Table of Equipment (MTOE); MACOM Readiness Distribution Program (RDP); logistical support planning; logistic business process reengineering and functional process improvement support; Army Watercraft Inspection Reporting System (WIRS); Army Watercraft Inspection Branch (WIB); Corrosion Prevention and Control (CPAC); deployment logistics support, deployment asset visibility, ashore and afloat brigade inspection readiness; Army maintenance management; acquisition logistics; global pre-positioned stocks software database; program/project management support; logistical redesign and restructuring; local or remote conferences and video-teleconferences; transformation, transportation, field services, maintenance, and medical supply operations.

C.4.3.6.1 Sustainment Issues - Technical Resolution: The contractor shall analyze systems and develop technical solutions to sustainment issues, to include trade-off-studies; effectiveness analyses; risk management; configuration management, interface management, and data management; performance measurements; technical review; requirements analysis, engineering analysis of hardware and software configuration, and functional analysis; transforming architecture (functional to physical); defining alternative system concepts; configuration items and system elements; selecting preferred product and process solutions; and defining or refining physical interfaces. The contractor shall develop, review, and provide deficiency reports, deviation from specifications, and ECPs based upon analysis of field issues.

C.4.3.6.2 Obsolescence Management and Technical Data Services: The contractor shall provide services necessary for the successful execution of an Obsolescence Management Plan by providing solutions to extend product life cycles of Government specified systems and products. Tasks shall include reverse engineering, technical services, and acquisition engineering. The contractor shall comply with survivability, mobility, lethality, standardization, and Chemical, Biological, Radiological and Nuclear protection and detection, contamination, survivability, and life support requirements.

C.4.3.6.3 Diminishing Manufacturing Sources and Material Shortages (DMSMS) Case Management: The contractor shall research and analyze DMSMS case files and DMSMS data in order to provide recommendations to the DMSMS Management Team, to include storage of data and accuracy of stages throughout the DMSMS process, as specified in the individual TO. The contractor shall query OEMs and manufacturers for current technical information supporting the DMSMS process. The contractor shall make recommendations and updates to the existing DMSMS Plan. The contractor shall use the information and systems as specified in the individual TOs when performing this work to include the following: DMSMS Plans, ECPs, Reliability Centered Maintenance (RCM), FRACAS, predictive modeling outputs, Readiness Assessment outputs, Federal Logistics (FEDLOG) data, Bills of Material, vendor service bulletins, Defense Logistics Agency (DLA) Engineering Assistance requests DLA Form 339 (Request for Engineering Support), Requests for deviations, and CBM output.

C.4.3.7 Command Wide Logistics Enterprise System Support: The contractor shall support the design, development, deployment, training and maintenance of enterprise logistics management systems used by, or developed to support, fixed base logistics operations. Tasks shall include the following:

- a) Fielding and deployment of enterprise systems, to include, Global Combat Support System Army (GCSS-A), General Fund Enterprise Business System (GFEB) and Logistic Management Program (LMP) increments to include migration of legacy data;
- b) Establishment of network connectivity for remote locations at Government and off-installation sites;
- c) Installation and Initial Operational Capability (IOC) of computer hardware and communications equipment;
- d) Database administration;
- e) Recurring software maintenance of Government owned applications;
- f) Adapting and incorporating COTS software for specified purposes;
- g) Building interfaces with STAMIS and other Government applications and databases;
- h) Assisting Government agencies in the conduct of business rule compliance audits;

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- i) Developing logistics planning tools to support operations, deployment, and training requirements;
- j) Developing specialized ad hoc reports;
- k) Financial tracking; and
- l) Modifying and enhancing the specified current application(s) to meet changing business rules for the supported commands.

C.4.3.7.1 Logistic Management Program (LMP): The contractor shall support LMP and its processes to include maturation, business process development, data cleansing, testing and training efforts.

C.4.3.7.2 Common Logistics Operating Environment (CLOE): The contractor shall assess, evaluate and recommend actions required to implement CLOE related policy and guidance. The contractor shall assist in identifying and interpreting the CLOE technical and operational standards to identify critical systems (Hardware (HD) or Software (SW)) requiring improvements to become CLOE compliant. The contractor shall identify efficient interface mechanisms that can apply toward horizontal integration across platforms. The contractor shall assist in developing, certifying, fielding and sustaining enabled products.

C.4.3.7.3 Logistical Training Support: The contractor shall provide logistical training support in system operations and any logistical program, to include supply and value chain management, property and inventory management, distribution and transportation management, and maintenance of equipment and facilities.

C.4.3.8 Security Assistance (SA) Support: The contractor shall support the case management or weapons systems interface for FMS. The contractor shall coordinate with the designated officials identified in the Letter of Acceptance (LOA) in FMS Case Management and make recommendations to FMS Case Management and International Cooperative Agreements. These efforts shall include the following: formulation of position papers on foreign interests, information papers, drafting licensing and commercial lease actions to be submitted for Government approval, drafting of special release actions to be submitted for Government approval, case pricing, configuration alternatives, total fielding packages, training, technology transfer research, coordination of visits by foreign nationals, and drafting Memoranda of Understanding (MOU) to be submitted for Government approval.

C.4.3.8.1 FMS Research and Analysis: The contractor shall perform research and analysis tasks which may include reviewing the foreign customers Letters of Request (LOR) and developing a list of required items to be placed on a LOA in response to the LOR IAW the Total Package Approach (TPA) concept, as defined in the LOA. The contractor shall provide Logistical Research and Analysis points of contact to field questions concerning materiel support and training. This work shall involve tasks to include providing requirements-determination support, beginning with general weapon questions received from FMS customers through development of the materiel requirements list to be placed on an LOA. The contractor may maintain generic Materiel Requirements Lists to be used to develop specific requirements lists for FMS customers.

C.4.3.8.2 FMS Meetings and Conferences: The contractor shall participate in meetings and conferences, with representatives of industry, other military and federal agencies, and foreign countries. The contractor shall perform tasks such as summarizing and evaluating the results of these meetings and conferences, preparing responses to action items, and making recommendations to the Case Managers, Weapons System Managers (WSM) and PMs.

C.4.3.8.3 FMS Technical Case Management and Closure: The contractor shall support Government FMS Technical Case Management and Closure tasks IAW the specified FMS Case delivery schedules. The contractor shall support SA and FMS customers for assigned programs, beginning with the signed LOA and ending with final delivery.

C.4.4 Industrial Base Operations: The contractor shall provide all personnel, equipment, materials and employee supervision for non-personal services necessary to perform the following support in the areas of manufacturing, maintenance, logistics and general supply for a designated Industrial Base Operation. The work to be performed, as specified in the individual TO, may include the following:

- a) Operation and management of a supply support-type activity receiving, storing and shipping supplies in support of the Army's operations;
- b) Inventory, inspection, repair, overhaul, modification, refurbishment, maintenance, testing, corrosion control, painting, preservation, packaging, download, upload, and RESET of various types of equipment;
- c) Production and manufacturing engineering, tool and fixture design, translation of technical data into routes, bill of materials work standards, and work instructions and other manufacturing and shop floor support functions; and
- d) Kit building, refurbishing and modification of specified equipment, Care of Supplies in Storage (COSIS), and general logistical and supply management functions.

C.4.4.1 Supply Support Activity: The contractor shall provide personnel responsible for the management and operation of a Supply Support Activity responsible for receiving and issuing supplies and equipment.

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C.4.4.1.1 Shipping, Receiving and Warehousing: The contractor shall be responsible for the receipt, inspection, maintenance, inventory, condition code classification, storage, and shipment of equipment and supplies.

C.4.4.1.2 Inventory Management: The contractor shall perform documented inventories, pack and prepare equipment for shipment that is controlled by and directed for shipment by the DoD.

C.4.4.1.3 Supply Management: The contractor shall provide supply management functions required to support all classes of supply, to include hazardous and non-hazardous material.

C.4.4.2 Equipment Maintenance: The contractor shall repair, remove, install, refurbish, upgrade and support and provide preventative maintenance of test, production machinery and equipment to include electronic, mechanical, diagnostic, electrical, mobile and rubber products equipment and machinery.

C.4.4.3 Facilities Maintenance and Repair and Minor Construction and Repair: The contractor shall provide maintenance and minor construction and repair, and preventative maintenance services, as specified in the individual TO, in support of facilities, buildings, structures, booths, test cells, bays, production operations and lines, roads and grounds and railroad beds, tracks and operations.

C.4.4.4 Maintenance Operations: The contractor shall perform Maintenance Operations to include the following:

C.4.4.4.1 Depot Level Maintenance: The contractor shall perform depot-level maintenance of military equipment, which shall be done IAW Depot Maintenance Work Requirements (DMWR), National Maintenance Work Requirements (NMWR), TM 10/20 Standards, contractual PWS, Shop Work Instructions (SWI) and specifications.

C.4.4.4.2 Below Depot Maintenance: The contractor shall provide, as specified in the individual TO, mechanical repair, general logistics functions, and other supply and light maintenance missions to meet funded program timelines to include RESET efforts. This is required for organizational Direct Support (DS) and limited General Support (GS) technical inspection, maintenance and repair of specified equipment end items and related support items, and up-grades, to include, support for equipment returned from other locations.

C.4.4.4.3 TM 10/20 Reset: The contractor shall RESET (RESET is performed on equipment that is returned from the field after being deployed) and repair equipment to standards outlined in the equipments 10 and 20 level TMs.

C.4.4.4.4 Preventive Maintenance Checks and Services (PMCS): The contractor shall service equipment IAW equipment Preventive Maintenance Checks and Services (PMCS) requirements outlined in the operators' 10 level TM for each piece of equipment and remove broken out-of-tolerance parts that are identified during the inspection phase.

C.4.4.4.5 Logbook Documentation: The contractor shall complete and maintain all Logbook forms. A Logbook contains all of the forms listed below. The contractor shall complete only the forms that apply to the specific work being performed, which will be specified in the individual TO. The forms within the Logbook may include: DD Form 314 (Preventative Maintenance Schedule and Record), DA Form 2408-5 (Equipment Modification Record), DA Form 2408-9 (Equipment Control Record), DA Form 2408-14 (Uncorrected Fault Record), DA Form 2408-20 (Oil Analysis Log), and DA Form 2409 (Equipment Maintenance Log).

C.4.4.5 Work Standards: The contractor shall perform work IAW established and accepted industry practices, Federal and State Regulations, DoD regulatory guidance, local Letters of Instruction (LOI), Standard Operating Procedures (SOP), SWIs, Work Execution Orders (WEOs) and mandatory formal, informal, and on-the-job training requirements to include environmental, hazardous material, and spill preventative maintenance, countermeasure and control tasks and any environmental cleanup.

C.4.4.5.1 Work Instructions: The contractor shall prepare draft work instruction procedures that comply with the technical instructions provided and contained in the applicable TMs, Regulatory Guidance, LOIs, SOPs, SOW or WEOs IAW best commercial practices for the work effort being performed.

C.4.4.6 Quality Standards:

C.4.4.6.1 Quality Control Plan (QCP): The contractor shall develop and implement a QCP as part of the Quality Management System Standard of the ISO certification. This QCP shall detail contractor responsibilities for performance of work, accountability for all Government Furnished Equipment (GFE), compliance with Government furnished technical manuals, and conformance with Depot rules and policies.

C.4.4.6.2 Inspection and Documentation: The contractor shall execute certification that work has been accomplished, and shall complete and maintain accurate inspection work sheets which identify time expended to accomplish the work. DA Form 2404 (Equipment Inspection and Maintenance Worksheet) will be used for initial inspection and to track work accomplished.

C.4.4.6.3 Final Acceptance: Systems manufactured, overhauled, repaired, or reset by the contractor shall pass a final acceptance inspection conducted by Depot/Arsenal Quality Assurance Inspectors. This acceptance inspection will be performed against customer specifications and best commercial practices. Inspection results will be documented and become a part of the contractor's performance

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record.

C.4.4.6.4 Standard Practices: The contractor shall apply standard Army practices and procedures applicable to the depot and arsenal work requirements and effective Program Management, Quality, Safety, ISO Compliance and Control processes and procedures to be observed and reported to the Contracting Officer for acceptance IAW the QASP at the TO level, when specified in the individual TO.

C.4.4.6.5 Voluntary Protection Program (VPP): The contractor shall operate, improve and optimize the DoD VPP Center of Excellence capabilities in order to formulate and execute innovative processes and tools, training and technologies to put into practice Occupational Safety and Health Administrations (OSHA) VPP.

C.4.5 Program Management:

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

C.4.5.2 Acquisition Management Support:

C.4.5.2.1 Better Buying Power: The contractor shall perform the following better buying power initiative related support tasks IAW the following:

a) Make assessments, perform reviews, and develop recommendations regarding the impacts to specified DoD programs resulting from current or pending Acquisition Streamlining Laws, resulting regulations, policy, and implementing guidance. This work may require the contractor to develop methodology, assess and document potential savings or cost avoidance associated with Federal Acquisition Streamlining initiatives; and

b) Services may include modernization through spares, O&S cost reductions, tradeoff analyses, and cost benefit analysis or life cycle cost projections.

C.4.5.2.2 Market Surveillance (MS) and Market Investigation (MI): The contractor shall conduct Market Surveillance (MS) and Market Investigations (MI) activities including surveillance of the market for those areas that are identified in the individual TO. Surveillance shall include searches on the internet, review of trade magazines, attendance at trade shows, and contractor site visits. Investigation shall include the preparation and conduct of surveys for formal MIs as well as analysis of any User and contractor Questionnaire survey responses in accordance with DoD regulations and policy, as specified in individual TOs.

C.4.5.3 Program Management Integration and Support: The contractor shall provide Program Management and other services to enable the full program execution. The contractor shall integrate appropriate technical, analytical, logistics, business management, and program support for the engineering, design, prototyping, production, fabrication and manufacturing, assembly, integration, technical data and configuration management, test and qualification, training support, production, and sustainment of specified systems, subsystems and components throughout the product life cycle. These efforts shall include development of Work Breakdown Structures (WBS), IMS, and Integrated Program Summaries, Probability of Program Success (PoPS) and related program risk management activities.

C.4.5.4 Production Planning and Analyses: IAW Production Planning and Analyses, the contractor shall provide the following:

a) Provide production planning and analysis services that shall include identifying alternative and multi-facility production schedules, review of Government contractor progress and reporting against production efforts, reviewing production rates of Government contractors, reporting and tracking of Defective Government-Furnished Material (DGFM), and monitoring production baseline delivery schedules and industrial base and mobilization studies. The contractor shall assess industrial base production capabilities and surge capabilities, identifying any potential problems in that area, when specified in the individual TO;

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

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

C.4.5.5 Materiel Release Services: The contractor shall prepare release packages IAW Army regulations, coordinate timely receipt of documentation, and present status briefings.

C.4.6 Internal Operations Support and Administrative Services:

C.4.6.1 Administrative Services: The contractor shall provide the following administrative services: prepare briefing charts;

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recommend and coordinate the planning of Government activities, to include meetings and trips; recommend and implement database programs to track and report on activities and projects; track actions to include due dates and deadlines using an automated tracking database; and update and maintain customer web pages, when specified in the individual TO. These tasks will include use of current business software programs, such as, Microsoft Windows, Microsoft Office, Lotus Smartsuite, or equivalent program(s).

C.4.6.1.1 Office Automation and Network Services: The contractor shall provide services in the areas of web-site services, office automation, network administration, and computer systems administration. Tasks shall include troubleshoot network access problems, develop, implement, update, and maintain web-sites, web content, or network features and software programs, set up new computers, modify existing computers, to include boards, cards, mice, printers, and install software, provide expert advice to Government users software programs, perform administrative duties related to computers, digital personal devices and aids, printers, network and systems management, to include attendance at meetings or conferences, and maintain a database of hardware and software products.

C.4.6.2 Training: As specified in the individual TO, the contractor shall provide the following:

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

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

C.4.6.3 Enterprise Quality Management: The contractor shall provide support to develop, implement, and manage the Enterprise Quality Management plan, establish and maintain a Quality Management System, and track and measure progress and provide reports, as specified in the individual TO.

C.4.6.3.1 Quality Management Strategy: The contractor shall provide technical support for the development and establishment of a quality management system.

C.4.6.4 Lean Six Sigma and Continuous Improvement Strategy: The contractor shall provide technical support for the development and execution of continuous improvement concepts and strategies. This work shall involve tasks to include providing certified Lean Six Sigma (LSS); Design for Lean Six Sigma (DFLSS); and Design for Six Sigma (DFSS) expertise (Black Belt and Master Black Belt) in business and manufacturing processes. This will also include providing personnel experienced in continuous business improvement methodologies in order to provide personnel, training, and coaching or advisory assistance needed to support LSS, DFLSS, and DFSS activities to include the ad hoc use of specific tools; improvement methods; or statistical methods; and Design of Experiments, as specified in the individual TO. The contractor shall provide support to recommend, maintain, and synchronize core business processes and support the enterprise level annual business cycle to include the following: strategic planning process; identification and prioritization of critical enterprise needs; program analysis and evaluation (portfolio management); program development; technical program planning and execution; technology transition; human capital management; strategic transformation; laboratory management; and shall provide systems engineering service support to TACOM LCMC, as specified in the individual TO.

C.4.6.4.1 Process Improvements: The contractor shall provide services for the successful execution of customers process improvement efforts. The contractor shall support defining process improvement implementation strategy and tactics, and identifying specific, achievable benefits, and associated metrics. This work shall involve tasks, to include developing and providing instruction, performing consultation planning, leading projects, facilitating process improvement events, advising on the effectiveness of implementation, and validating benefits. The contractor shall provide statistical analyses of data sets and graphical presentations of findings.

*** END OF NARRATIVE C0001 ***

C.5 ADDITION OF CLAUSES AT THE TASK ORDER LEVEL

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

*** END OF NARRATIVE C0002 ***

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

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

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

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

[End of Clause]

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SECTION D - PACKAGING AND MARKING

D.1 ADDITION OF CLAUSE/PROVISIONS AT THE TASK ORDER LEVEL

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

*** END OF NARRATIVE D0001 ***

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Fixed-Price Clauses:

- 52.246-2 Inspection of Supplies - Fixed Price (AUG 1996)
- 52.246-4 Inspection of Services - Fixed Price (AUG 1996)

Cost-Reimbursement Clauses:

- 52.246-3 Inspection of Supplies - Cost Reimbursement (MAY 2001)
- 52.246-5 Inspection of Services - Cost Reimbursement (Apr 1984)

Time-and-Material and Labor-Hour Clauses:

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

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

None Incorporated by Reference.

E.2 ADDITION OF CLAUSES/PROVISIONS AT THE TASK ORDER LEVEL

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

*** END OF NARRATIVE E0001 ***

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

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

[End of Clause]

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERIES OR PERFORMANCE CLAUSES

Clauses and other requirements regarding deliveries or performance shall be designated by the Contracting Officer at the task order level.

F.2 PLACE OF PERFORMANCE

The services to be provided under the ERS contract suite shall be accomplished at the locations identified in the task order and may include locations in the Continental United States (CONUS) and Outside the CONUS (OCONUS).

F.3 ERS CONTRACT SUITE ORDERING PERIOD

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

F.4 TASK ORDER PERIOD OF PERFORMANCE

F.4.1 The period of performance of an individual task order will be considered when the requirement arises. ACC-WRN anticipates that most task orders issued against the ERS contract suite will have up to a three-year performance period; the most common performance schedule for task orders will be a 12-month base period with two 12-month option periods.

F.4.2 Task orders may be awarded up to the last day of the ERS contract suite ordering period.

F.4.3 Task order option periods may be exercised after the ERS contract suite ordering period expires as long as the total period of performance of that order does not extend beyond three years after the ERS contract suite ordering period expires.

F.5 PERFORMANCE STANDARDS

F.5.1 The ERS IDIQ contract is a performance-based contract with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with individual task orders.

F.5.2 The contractor shall maintain an adequate accounting system throughout the performance period of any task orders against the ERS contract suite.

F.5.3 Any proposed systems, compliances, and certifications shall be maintained at the contractor's current level or higher at time of award throughout the period of performance of the ERS contract suite.

F.5.4 Deliverable and Reporting Requirements. Task order deliverables and reporting will be specified by the Contracting Officer at the task order level. All deliverables and reports required by an individual task order shall be submitted in accordance with the delivery schedule specified in the task order. If a deliverable is due on a calendar day that falls on a weekend day or a Government holiday, the deliverable or report is due the following business day.

F.6 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Fixed-Price Clauses:

- 52.242-15 Stop-Work Order (AUG 1989)
- 52.242-17 Government Delay of Work (APR 1984)

Cost-Reimbursement Clauses:

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

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

- 52.247-34 FOB Destination (NOV 1991)

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

None Incorporated by Reference.

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

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

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICES

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

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

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

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

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

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

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

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

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

G.3 ADDITION OF CLAUSES/PROVISIONS AT THE TASK ORDER LEVEL

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

*** END OF NARRATIVE G0001 ***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-1-

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

-2-

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	-3-
Issue By DoDAAC	-4-
Admin DoDAAC	-5-
Inspect By DoDAAC	-6-
Ship To Code	-7-
Ship From Code	-8-
Mark For Code	-9-
Service Approver (DoDAAC)	-10-
Service Acceptor (DoDAAC)	-11-
Accept at Other DoDAAC	-12-
LPO DoDAAC	-13-
DCAA Auditor DoDAAC	-14-
Other DoDAAC(s)	-15-

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

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

-16-

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

-17-

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

[End of Clause]

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

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TO REQUIREMENTS

The following ordering procedures apply to all task orders issued under this MA IDIQ 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:

This MA IDIQ 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 Equipment Related Service (ERS) requirements within the scope of this contract suite may be delegated authority to place orders against this contract suite by the TS3 Contracting Officer Ms. Renee Marie Collica, renee.m.collica.civ@mail.mil.

Procuring Contracting Officer(s) will follow the policies and procedures in FAR 16.505.

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

H.1.2 Types Of Orders:

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

H.1.3 Unauthorized Work:

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

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 ERS 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 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 Contracting Officer.

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

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all necessary labor, services, and materials required to accomplish the work efforts as specified in the fully executed task order. All tasks to be performed at the task order level shall be within the scope of Section C of this MA IDIQ contract. The Government is only liable for work authorized under the terms and conditions stated in the task order.

H.1.6.2 Within 15 business days after MA IDIQ award, the prime contractor shall establish a single e-mail mailbox for the Government to use to distribute 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 ERS 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 must be received at the initial point of entry by the date and time specified in the task order request 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 Task Order Request.

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 solicited to the full and open pool. This requirement will apply to both SBs and OTSBs. A SB can propose to meet the SB subcontracting requirement through its own performance. If this requirement is added, the 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 contractor's proposal that fails to comply with this requirement at the time of proposal submission. During task order performance, this requirement will be monitored on a monthly basis. Failure to meet this requirement may be grounds for Termination for Cause or Default.

H.1.6.6.2 The NAICS code specified in the Task Order Request must be passed on to the subcontractor unless the contractor provides supporting data to the Contracting Officer 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 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.

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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 identify the labor rate(s) proposed by the 'new' subcontractor. The task order Contracting Officer 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 Contracting Officer, 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. 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 Contracting Officer 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 contractor's pricing matrix. Each Attachment 0002 Pricing Labor Matrix consists of the same labor categories for each contractor. However, there may be Task Order Requests issued against the ERS 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 may be added to the specific task order. The contractor shall utilize the same pricing methodology that it used to develop its Pricing Matrix, and the change shall be subject to the applicable Changes clause. Additionally, contractors may propose additional labor categories and/or experience level(s) at the task order level, if authorized by the task order solicitation.

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

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

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

H.2.1.4 The contractor's ERS Pricing Labor Matrix (Attachment 0002) proposed in response to the IDIQ solicitation sets forth the labor categories and associated maximum labor rates the Government will reimburse for any given performance period. Offerors are advised that the proposed labor rates to successfully perform any task order issued hereunder should reflect the most competitive price. At the task order level, should the applicable Wage Determination rate(s) increase during task order performance, the Contracting Officer can make adjustments 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 ERS 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 ERS Pricing Labor Matrix (Attachment 0002).

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

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

H.2.1.5 In order to be eligible for overtime premiums, overtime shall be explicitly authorized by the Contracting Officer in advance of being worked.

H.2.2 Travel:

Reimbursement for travel, subsistence, and lodging will be paid to the contractor only to the extent that it is necessary for performance of a task order issued under this contract and allowable under the Joint Travel Regulations (JTR). Official travel of contractor personnel away from their duty station that was not identified in the negotiated task order shall not be undertaken unless advance written approval has been obtained from the Contracting Officer 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 Contracting Officer 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 Contracting Officer 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 reimbursable travel shall be approved by the COR, in writing, prior to any travel taking place. The contractor shall submit the following information to the COR no later than five calendar days (unless the task order specifies otherwise) prior to commencement of the travel:

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

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

H.2.2.5.3 Duration of the trip;

H.2.2.5.4 The departure and arrival location; and

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

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

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

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and Procedures.

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

H.3 SB PROVISIONS

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

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

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

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

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

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

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

H.3.2 SB Size Regulations:

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

H.3.2.2 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 ERS 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, or based on a determination of non-responsibility, or for failure to comply with FAR 19.702(c).

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

H.5 ON-RAMPS

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

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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 ERS task order.

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

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

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

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

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

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

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

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

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

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

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

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

H.7 NON-PERSONAL SERVICES

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

H.8.2 Contractor personnel working 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 level.

H.10 FEDERAL HOLIDAYS

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

New Year's Day

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

H.10.1 When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday.

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

H.10.2.1 Any other day designated by federal statute

H.10.2.2 Any other day designated by Executive Order

H.10.2.3 Any other day designated by Presidential Proclamation

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 Contracting Officer and Administrative Contracting Officer (ACO) with the Defense Contract Management Agency (DCMA) prior to the commencement of any corporate change. Any corporate changes may impact a prime contractor's ability to participate in future requirements under this ERS contract suite.

H.11.2 The contractor shall provide the TS3 Contracting Officer copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buyouts, sale or dissolution, and changes in personnel policy that effect this contract or task orders issued thereunder. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the TS3 Contracting Officer 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 FACILITY

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

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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 an employee that is barred from a Government installation.

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

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

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

H.14.2 A CPAR is required when a contract/task order meets the established dollar threshold for its business sector as defined in AFARS 5142.1502-90(a). However, the Contracting Officer 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 Contracting Officer 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 Contracting Officer 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 paragraph H.16 of this contract is intended to further broaden the OCI limitations and general rules found in FAR 9.505.

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

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orders, and/or pursue other remedies available under the law.

H.16.3 The Contracting Officer identified the following circumstances that could give rise to the development of an OCI in violation of FAR 9.505, and require a contractor to take the actions set forth below in H.16.4; offerors shall review and compare its existing contracts to the circumstances identified in 16.3, and notify the Contracting Officer of any potential or actual OCIs before the closing date of the solicitation (See L.3.7):

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

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

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

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

H.16.4 To avoid or mitigate the effect of any OCI arising out of the circumstances identified above, the contractor will take the following actions 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 ERS 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, 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

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particular subcontract must first be submitted to the task order contracting officer for approval.

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

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

H.16.4.1.5.5 The contractor shall not provide the services under the 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 Contracting Officer 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 Contracting Officer in writing and the Contracting Officer shall make a determination. If the Contracting Officer determines that the exception applies, then the OCI Mitigation Plan at H.16.4.1 shall not apply to the portion of any work performed by the contractor under this contract to which the exception applies.

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

H.16.5.1 Notify the Contracting Officer 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer 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

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accountability or conducting an initial inventory of GFP.

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

H.18 SERVICE CONTRACT ACT COMPLIANCE REQUIREMENT

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

The offeror/contractor is responsible for ensuring the rates proposed for personnel subject to the SCA meet or exceed the corresponding minimum wages established by the DOL for the corresponding geographical region for contract performance. When the actual place of performance is identified on the task order, it is incumbent upon the contractor to discount the ceiling rates from its Pricing Labor Matrix if deemed appropriate by the actual place of performance.

H.19 DAVIS BACON ACT (DBA) COMPLIANCE

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

H.20 HAZARDOUS DUTY/ISOLATION PAY

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

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

*** END OF NARRATIVE H0001 ***

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

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

*** END OF NARRATIVE H0002 ***

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

(a) All contract awards, modifications and delivery orders issued by Army Contracting Command - Warren (DTA) will be issued

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electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

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

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

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm

Rock Island - JMTC: <https://acquisition.army.mil/asfi/>

Red River Army Depot: <https://acquisition.army.mil/asfi/>

Anniston Army Depot: <https://acquisition.army.mil/asfi/>

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

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

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

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

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

[End of Provision]

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SECTION I - CONTRACT CLAUSES

I.1 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

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

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

FIXED-PRICE CLAUSES:

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

COST-REIMBURSEMENT CLAUSES:

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

TIME-AND-MATERIAL OR LABOR-HOUR CLAUSES:

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

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

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

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52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

52.210-1 Market Research (APR 2011)

52.211-5 Material Requirements (AUG 2000)

52.215-2 Audit and Records -- Negotiation (OCT 2010)

52.215-8 Order of Precedence -- Uniform Contract Format (OCT 1997)

52.215-11 Price Reduction for Defective Cost or Pricing Data -- Modifications (AUG 2011)

52.215-13 Subcontractor Cost or Pricing Data -- Modifications (OCT 2010)

52.215-21 Requirement for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (OCT 2010)

52.216-8 Fixed Fee (JUN 2011)

52.216-10 Incentive Fee (JUN 2011)**
 **If an Incentive Fee type is utilized, the Contracting Officer shall complete paragraph (e) at the task order level.

52.217-8 Option to Extend Services (NOV 1999)

52.217-9 Option to Extend the Term of the Contract (MAR 2000)***
 ***If Options are included, the Contracting Officer shall complete paragraphs (a) and (c) at the task order level.

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)

52.219-6 Notice of Total Small Business Set Aside (NOV 2011)

52.219-8 Utilization of Small Business Concerns (MAY 2014)

52.219-9 Small Business Subcontracting Plan (DEVIATION 2013-00014)(AUG 2013) -- Alternate II (OCT 2001)

52.219-13 Notice of Set-Aside of Orders (NOV 2011)

52.219-14 Limitations on Subcontracting (NOV 2011)

52.219-16 Liquidated Damages -- Subcontracting Plan (JAN 1999)

52.219-28 Post-Award Small Business representation (JUL 2013)

52.222-1 Notice to the Government of Labor Disputes (FEB 1997)

52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

52.222-26 Equal Opportunity (MAR 2007)

52.222-35 Equal Opportunity for Veterans (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)

52.222-37 Employment Reports on Veterans (SEP 2010)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-41 Service Contract Labor Standards (MAY 2014)

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

52.222-50 Combating Trafficking in Persons (FEB 2009)

52.222-54 Employment Eligibility Verification (AUG 2013)

52.223-6 Drug-Free Workplace (MAY 2001)

52.223-18 Encouraging Contracting Policies to Ban Text Messaging While Driving (AUG 2011)

52.223-19 Compliance with Environmental Management Systems (MAY 2011)

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

52.227-1 Authorization and Consent (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014)

52.230-2 Cost Accounting Standards (MAY 2014)

52.230-6 Administration of Cost Accounting Standards (JUN 2010)

52.232-17 Interest (MAY 2014)

52.232-23 Assignment of Claims (MAY 2014)

52.232-25 Prompt Payments (JUL 2013)

52.232-33 Payment by Electronic Funds Transfer -- System for Award Management (JUL 2013)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.233-1 Disputes (MAY 2014)

52.233-3 Protest After Award (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.237-3 Continuity of Services (JAN 1991)

52.242-13 Bankruptcy (JUL 1995)

52.244-6 Subcontracts for Commercial Items (MAY 2014)

52.246-23 Limitation of Liability (FEB 1997)

52.246-25 Limitation of Liability -- Services (FEB 1997)

52.247-63 Preference for U.S. Flag Air Carriers (JUN 2003)

52.248-1 Value Engineering (OCT 2010)

52.253-1 Computer Generated Forms (JAN 1991)

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REPRINT**Name of Offeror or Contractor:**

FIXED-PRICE CLAUSES:

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

COST-REIMBURSEMENT CLAUSES:

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

TIME-AND-MATERIAL OR LABOR-HOUR CLAUSES:

252.242-7006 Accounting System Administration (FEB 2012)

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

252.201-7000 Contracting Officers Representative (DEC 1991)
252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (DEC 2008)
252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
252.203-7003 Agency Office of the Inspector General (DEC 2012)
252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012)
252.204-7000 Disclosure of Information (AUG 2013)
252.204-7002 Payment of Subline Items Not Separately Priced (DEC 1991)
252.204-7003 Control of Government Personnel Work Product (APR 1992)
252.204-7004 Alternate A, System for Award Management (FEB 2014)
252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
252.204-7006 Billing Instructions (OCT 2005)
252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)
252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)
252.209-7004 Subcontracting with Firms that Are Owned or Controlled by the Government of a Terrorist Country (MAR 2014)
252.215-7000 Pricing Adjustments (DEC 2012)
252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (DEVIATION 2013-00014) (AUG 2012)
252.222-7002 Compliance with Local Labor Laws (Overseas) (JUN 1997)
252.223-7004 Drug-Free Workforce (SEP 1988)
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 2012)
252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013)
252.225-7004 Report of Intended Performance Outside the United States And Canada Submission After Award (OCT 2010)
252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (OCT 2010)
252.225-7012 Preference for Certain Domestic Commodities (FEB 2013)
252.225-7048 Export-Controlled Items (JUN 2013)
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)
252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)
252.227-7015 Technical Data -- Commercial Items (FEB 2014)
252.227-7016 Rights in Bid or Proposal Information (JAN 2011)
252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
252.227-7019 Validation of Asserted Restrictions -- Computer Software (SEP 2011)
252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)
252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 1988)
252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)
252.227-7030 Technical Data -- Withholding of Payment (MAR 2000)
252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)
252.227-7038 Patent Rights -- Ownership by the Contractor (Large Business) (JUN 2012)
252.231-7000 Supplemental Cost Principles (DEC 1991)
252.232-7003 Electronic Submission of Payment Requests (JUN 2012)
252.232-7010 Levies on Contract Payments (DEC 2006)
252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
252.243-7002 Requests for Equitable Adjustment (DEC 2012)
252.244-7000 Subcontracts for Commercial Items (JUN 2013)

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- 252.246-7003 Notification of Potential Safety Issues (JUN 2013)
- 252.247-7023 Transportation of Supplies by Sea - Basic (APR 2014)

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

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

I.2.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

FIXED-PRICE CLAUSES:

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

TIME-AND-MATERIAL OR LABOR-HOUR CLAUSES:

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

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

- 52.203-3 Gratuities (APR 1984)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JUN 2014)****
****Full text of this clause is reproduced below. Paragraphs (b), (c), and (d) of the clause will be filled in at the task order level.

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

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

I.3 ADDITION OF CLAUSES/PROVISIONS AT THE TASK ORDER LEVEL

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

*** END OF NARRATIVE I0001 ***

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

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

Name of Offeror or Contractor:

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

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

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

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

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

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

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

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

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

___ (5) [Reserved].

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

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

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

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

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

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

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

___ (13) [Reserved]

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

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

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

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

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

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

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

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

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

___ (iii) Alternate II (Oct 2001) of 52.219-9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended,

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of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

[End of Clause]

I-2 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the simplified acquisition threshold, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract, not including the minimum quantity task order in accordance with paragraph A.2.1.

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

(1) Any order for a single item in excess of \$550 million;

(2) Any order for a combination of items in excess of \$1.1 billion; or

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

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

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

[End of Clause]

I-3 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

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

[End of Clause]

I-4 252.216-7006 ORDERING MAY/2011

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Name of Offeror or Contractor:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the date of contract award through five years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

[End of Clause]

I-5 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-00017) JUN/2014
(DEV 2014-
00017)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

[End of Clause]

I-6 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

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

[End of Clause]

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

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

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

[End of Clause]

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

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

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

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

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

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

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

[End of Clause]

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

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

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

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

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

or

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	DATA DELIVERABLE REQUIREMENT TO SATISFY MINIMUM QUANTITY		004	DATA
Attachment 0002	ERS PRICING LABOR MATRIX (WITH LABOR DESCRIPTIONS/MINIMUM QUALIFICATIONS)		001	DATA
Attachment 0003	ERS EXPERIENCE MATRIX/NARRATIVE		001	DATA
Attachment 0004	ERS CROSS-REFERENCE MATRIX		001	DATA
Attachment 0005	ERS SMALL BUSINESS PARTICIPATION FACTOR WORKBOOK		001	DATA
Attachment 0006	SMALL BUSINESS PARTICIPATION FACTOR WORKBOOK INSTRUCTIONS		001	DATA
Attachment 0007	RESERVED		001	DATA
Attachment 0008	RESERVED		001	DATA
Attachment 0009	TASK ORDER REQUEST: ROBOTICS		001	DATA
Attachment 0010	TOR ATTACHMENT 1, ROBOTICS PWS		027	DATA
Attachment 0011	TOR ATTACHMENT 2, ROBOTICS CDRLS		008	DATA
Attachment 0012	TOR ATTACHMENT 3, ERS PRIME PROPOSAL SUMMARY FILE - ROBOTICS		001	DATA
Attachment 0013	TOR ATTACHMENT 4, ROBOTICS DD 254		001	DATA
Attachment 0014	TOR ATTACHMENT 5, ROBOTICS WAGE DETERMINATIONS		001	DATA

Name of Offeror or Contractor:

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

K.1 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

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

K.2 ADDITION OF CLAUSES/PROVISIONS AT THE TASK ORDER LEVEL

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

*** END OF NARRATIVE K0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAY/2014
<p>(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811111.</p> <p>(2) The small business size standard is \$7.5 Million.</p> <p>(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.</p> <p>(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.</p> <p>(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:</p> <p><input type="checkbox"/> (i) Paragraph (d) applies.</p> <p><input type="checkbox"/> (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.</p> <p>(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:</p> <p>(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--</p> <p>(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;</p> <p>(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or</p> <p>(C) The solicitation is for utility services for which rates are set by law or regulation.</p> <p>(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.</p>			

Name of Offeror or Contractor:

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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K-2 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAR/2014

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy) Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain) Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American Free Trade Agreements Balance of Payments Program Certificate.

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

[End of Provision]

K-3 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
(TACOM)

(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of 150 calendar days.

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

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

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

[End of Provision]

K-4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

[End of Provision]

K-5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS JUL/2013

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

[End of Provision]

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

The offeror represents that --

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

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

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

[End of Provision]

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

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

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

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

I. Disclosure Statement Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting

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Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

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

Date of Disclosure Statement: _____

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

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

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

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

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

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

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

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes No

[End of Provision]

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

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

Yes No

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

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

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

[End of Provision]

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

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

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

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

(b) The Offeror represents that--

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

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the authority responsible for collecting the tax liability,

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

[End of Provision]

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

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

PERSONS AUTHORIZED TO NEGOTIATE

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

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

[End of Provision]

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

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

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

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

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

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

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

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

[End of Provision]

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL PREPARATION INSTRUCTIONS

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

L.1.1.1 Award Without Discussions: The offeror's proposal, as required by this section, will be evaluated as set forth in Section M of this solicitation. FAR 52.215-1 advises offerors that the Government intends to evaluate proposals and award contracts without discussions with offerors. Where awards will be made without discussions, exchanges with offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the offeror's initial proposal should contain its best terms from a cost/price and technical standpoint. However, under FAR 52.215-1 the Government reserves the right to hold discussions, if necessary. If the Contracting Officer 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 Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.1.2 Proposal Content: The offeror's proposal shall be submitted in five separate volumes, as set forth below. Proposals shall not contain citations or links to other websites. All proposal information shall be in the English language. Proposals shall be submitted on standard 8.5 x 11 paper. Font size shall be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. The offeror shall number each page and provide an index/Table of Contents with each volume. The index/Table of Contents will not be subject to the page limits set forth below. 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:

<u>Volume #</u>	<u>Volume Title</u>	<u>Page Limit</u>
Volume I:	Proposal Terms and Conditions	N/A
Volume II:	Experience Factor	25 pages
Volume III:	Technical Factor	25 pages
Volume IV:	Cost/Price Factor	N/A
Volume V:	Small Business Participation Factor	N/A

The Government will not evaluate pages in excess of the limitations stated above.

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 12:00p (noon) Eastern Daylight Time on Wednesday, 10 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 offeror's proposal shall contain all pertinent representations, certifications, and the specified information required for evaluation of the proposal.

L.1.6 Contracting Officer: Offerors are encouraged to contact the Contracting Officer, Ms. Renee Marie Collica, at <mailto:usarmy.detroit.acc.mbx.wrn-ers@mail.mil> in order to request an explanation of any aspect of these instructions. To ensure a timely response to questions, please submit no later than 5:00pm 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.

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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 Robotics TOR in order to be eligible for award of a basic MA IDIQ ERS contract, the Robotics task order is not subject to a SBSA. All interested offerors must submit a proposal for the Robotics task order with their ERS MA IDIQ proposal.

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

L.2 NOTICE REGARDING ELECTRONIC PROPOSAL SUBMISSION

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

L.2.2 Given the volume of data and information to be submitted by offerors in response to this solicitation, and the inherent limitations of server bandwidth, offerors may be required to submit their proposal in multiple uploads. It is critical that all offerors carefully and completely identify the volumes and attachments of its proposal. It is important to note that up to ten files can be uploaded at one time. The combined size of ten files cannot exceed 20 MB. Offerors should break attachments into smaller files or use the upload utility multiple times if files exceed the 20 MB 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) message 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 811111 (General Automotive Repair; current size standard of \$7.5 million (M)).

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

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

L.3.7.1 The offeror shall provide an affirmative statement that 1) it agrees to the OCI mitigation strategy identified in paragraph

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H.16; and 2) it does not have an OCI as it applies to this solicitation. If the offeror thinks it has an actual or perceived OCI, see paragraph L.3.7.3 below.

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 Contracting Officer 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 MA IDIQ contract against the ERS contract suite. The Robotics task order will require the awardee to obtain an active FCL. 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. Future task orders under the ERS contract suite may require an FCL. (Reference M.2.3)

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

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

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

L.4 VOLUME II - EXPERIENCE FACTOR

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

In this Volume, offerors shall provide:

L.4.1 A total of no more than two contracts for each of the areas identified in paragraphs L.4.1.2.1, L.4.1.2.2 and L.4.1.2.3, 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 and L.4.1.2.3. 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,

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(e) a single task order placed under a single-award or multiple-award blanket purchase agreement (BPA) (FAR 8.405-3 or FAR 13.303).

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

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

L.4.1.2.1 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 ERS SOW key tasks set forth in paragraphs C.4.1-C.4.6.

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

L.4.1.2.3 Service Contracts performed either as the prime contractor or subcontractor that required mechanical or electrical technical maintenance of military vehicles or systems, to include, ground, air, or sea vehicles. This experience may include activities such as maintenance, repair, fault isolation, troubleshooting and replacement of subsystems or parts, in conjunction with military or commercial maintenance manuals.

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 ERS 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 Contracting Officer'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), 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 and L.4.1.2.3;

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 and L.4.1.2.3.

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.

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

L.4.4 Cross-Reference Matrix: In addition to populating the ERS Experience Matrix/Narrative (Attachment 0003) required by paragraph L.4.2, the offeror shall also complete the ERS 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 Attachment 0004. The offeror's cited contracts should reflect the types of experience the Government will be using for evaluation purposes, as identified in paragraphs L.4.1.2.1, L.4.1.2.2 and L.4.1.2.3.

L.5 VOLUME III - TECHNICAL FACTOR

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

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

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

L.6 VOLUME IV COST/PRICE FACTOR

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

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

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

L.6.1.3 Electronic Submission: All spreadsheets shall be in the format provided for in paragraph L.1.2 and L.2.4 and shall include all formulas. Print image is not acceptable. Supporting information in Excel may be provided as a separate file or as added tabs to the ERS Prime Proposal Summary File - Robotics (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 ERS Pricing Labor Matrix (Attachment 0002): MA IDIQ Contract Ceiling Rates.

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

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

L.6.2.2 Robotics Task Order: The offeror shall prepare its cost/price factor volume consistent with the Robotics task order technical

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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 its own accounting practices, as added tabs to the ERS Prime Proposal Summary File - Robotics (Attachment 0012) or as a separate Excel file showing the proposed costs for each CLIN (as defined in Section B of the TOR). Each spreadsheet shall be organized by cost element (e.g., Direct Labor, Subcontracts, Material, Other Direct Costs, Overhead/Indirect, Fee, etc.) time phased by quarter and sub-totaled by calendar year.

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

(a) The offeror shall propose labor rates in accordance with the Government provided performance location estimates within Attachment 0012. These estimates are for proposal evaluations purposes only. The offeror shall provide the methodology of the proposed direct labor rate to demonstrate the makeup of any composite direct rate (i.e. several individual rates by location and associated weightings used to build a composite rate). The Offeror shall also provide the source (ERI, BLS, Payscale, Salary.com and etc.) used to determine the proposed direct labor rates are reasonable.

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

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

(d) the direct labor cost (dollars).

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

L.6.2.2.1.3 Subcontracts.

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

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

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

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

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

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

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

(b) The effective date of the rates or the data that formed the basis for the rates (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 proposed rates represent a Forward Pricing Rate Submission (FPRS) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement. If these rates represent a Forward Pricing Rate Proposal (FPRP) the offeror shall also provide the supporting pool and base information;

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

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

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

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

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

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

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

(d) The Government has provided estimated dollars for Travel/ODC. The offeror shall provide associated burdens, if any, on the Government provided Travel for the Robotics task order.

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

(f) The offeror shall provide the proposed fee.

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

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

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

L.7.1.2 Definitions:

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

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

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

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

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

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

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

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

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

(a) All offerors, including offerors who are themselves U.S. SB concerns for the NAICS code assigned to this requirement, are

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required to complete the Small Business Participation Factor Workbook (Attachment 0005), using the detailed Small Business Participation Factor Workbook Instructions (Attachment 0006).

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

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

(d) Small Business Participation Factor Workbook (Attachment 0005) Fill-in Tabs ("Prime \$", "Sub \$", "SB Prime List", and "SB Sub 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 ERS Prime Proposal Summary File - Robotics (Attachment 0012).

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) The dollars for first-tier SB subcontracts of first-tier affiliates for work related to the contract. For purposes of

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this SBP factor, first-tier affiliates are considered part of the prime.

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

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

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

(a) The Small Business Subcontracting Plan:

(1) is not required of SBs.

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

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

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

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

(b) The SBP Factor:

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

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

(3) is evaluated in accordance with Section M.

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

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

*** END OF NARRATIVE L0001 ***

L.8 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

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

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

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

*** END OF NARRATIVE L0002 ***

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

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

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

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

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

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

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

[End of Clause]

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

[End of Provision]

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

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

[End of Provision]

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

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

[End of Provision]

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

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

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

[End of Clause]

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

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

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

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

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

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

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

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

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

[End of Provision]

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

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

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(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-8 52.215-4502 PARTNERING

MAY/1999

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

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

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

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

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

[End of Provision]

L-9 DA, 52.215-5111 ABILITY ONE SUBCONTRACTING CREDIT

APR/2010

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

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

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

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

[End of Provision]

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

MAY/2012

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

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

(c) Include goals for ERS Prime Proposal Summary File Robotics (Attachment 0012) ONLY. List goals for the Basic and each Option separately for the Task Order.

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

[End of Provision]

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

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

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

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

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

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

M.1.1.1 The Government will evaluate proposals at the MA IDIQ contract level within two separate pools: 1) a restricted pool and 2) a full and open pool. The restricted pool will contain all offerors who certify as a SB under North American Industry Classification System (NAICS) code 811111, General Automotive Repair. 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 make multiple awards that represent the Best Value to the Government, to those offerors who satisfy all of the responsibility criteria set forth in FAR 9.104.

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

M.2.3 The Government reserves the right to discuss any information submitted by an offeror relating to Facility Clearances (FCLs). The contracting officer may initiate such dialogue at any time during the evaluation of proposals (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" (JV). The contracting officer may initiate such dialogue at any time during the evaluation of proposals. Offerors proposing under a JV that fail to provide verification of an established JV will not be treated as a JV and may be rejected in accordance with M.3.1.2.

M.3 REJECTION OF OFFERS

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

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

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

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

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

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Name of Offeror or Contractor:

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

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

M.3.1.4 The Government may reject any 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 offeror's 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 offeror's facility. An offeror's refusal to authorize the Government to visit the contractors facility may result in a determination the offeror is not responsible. If the Government visits the offeror's facility, the offeror shall ensure that it has current data relevant to its proposal available for the Government to review.

M.3.5 IMPORTANCE OF COST/PRICE FACTOR

The Best Value to the government may not necessarily be the offeror(s) with the lowest evaluated cost/price. However, the closer the 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 in 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).

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Name of Offeror or Contractor:

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

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

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

M.5.1.1 Service contracts performed either as the prime contractor that involved contractor team arrangement(s) (as defined by FAR 9.601) with at least three other organizations not including the prime contractor, or service contracts performed as the prime contractor that involved the award of subcontracts to at least three other organizations. Include detail discussing the type and portion of work performed by each firm to accomplish tasks relevant to the ERS SOW key tasks set forth in paragraphs C.4.1-C.4.6.

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

M.5.1.3 Service contracts performed either as the prime contractor or subcontractor which required mechanical or electrical technical maintenance of military vehicles or systems, to include, ground, air, or sea vehicles. This experience may include activities such as maintenance, repair, fault isolation, troubleshooting and replacement of subsystems or parts, in conjunction with military or commercial maintenance manuals.

M.5.2 Even where the offeror's proposal identifies experience for itself, the Government will consider whether the benefits of its cited experience will ever be employed/realized should the offeror subsequently be awarded a contract. Accordingly, any prime experience which is identified in the offeror's experience factor proposal, but the other volumes of the offeror's proposal do not clearly support that the cited experience is intended to be used by the offeror during contract performance, may be discounted in whole or in part. The offeror may also be evaluated based on other Government or private source information.

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

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

M.6.1.1 The Government will evaluate the offeror's analysis and discussion of key success drivers and risks of the Robotics 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 Robotics PWS (Attachment 0010), the Government will: (1) evaluate the extent to which the offeror identified specific and necessary tasks required for the completion of the task order requirements along with a detailed and reasonable explanation of the proposed approach for executing those tasks; and (2) assess the risk the offeror's proposed technical approach will result in timely completion of the task order requirements.

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

M.7.1 The cost/price factor volume evaluation will include consideration of the reasonableness, as defined in paragraph M.7.3, of each of the proposed fully loaded labor rates (to include profit/fee) in the ERS 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 ERS Prime Proposal Summary File - Robotics (Attachment 0012), to accomplish the technical approach for the Robotics task order. The assessment of the total evaluated cost/price will include consideration of the reasonableness of both the FFP CLIN and CPFF CLINs, as defined in paragraph M.7.3, and realism of the CPFF CLINs, as defined in paragraph M.7.4, of the proposed cost/price.

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

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

Name of Offeror or Contractor:

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

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

M.8.1 The evaluation will consist of the following:

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

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

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

*** END OF NARRATIVE M0001 ***

M.9 CONTRACT PROVISIONS/CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None Incorporated by Reference.

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

None Incorporated by Reference.

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

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

*** END OF NARRATIVE M0002 ***

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

(a) We may award up to 13 MA IDIQ contracts to the offerors that:

(1) submit the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and

(2) submit a bid or proposal that meets all the material requirements of this solicitation, and

Name of Offeror or Contractor:

(3) meet all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to your plant and perform a preaward survey;

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

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

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

[End of Provision]

DATA DELIVERABLE REQUIREMENT TO SATISFY MINIMUM QUANTITY

A.1 Attachment 0001 to solicitation W56HZV-14-R-0031 serves as notice that the requirement described herein will be awarded against the Equipment Related Services (ERS) contract suite as the first task order (TO). This requirement will serve as the minimum quantity of services the Government will acquire under the ERS MA IDIQ contracts in accordance with (IAW) Federal Acquisition Regulation (FAR) 16.504(a)(4)(ii) and paragraph A.2.1.

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

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

A.4 The award of this requirement is anticipated to be concurrent with the award of the ERS MA IDIQ contracts under W56HZV-14-R-0031.

SUPPLIES OR SERVICES AND PRICE/COSTS

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

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

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

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

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

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

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

LIST OF ATTACHMENTS

Exhibit 0001: Contract Data Requirement List (DD 1423)

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

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

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

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

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

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

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

ii. Percentage of subcontracting effort performed by small business category (i.e. small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a woman-owned small business); and

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

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

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

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

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

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

CONTRACT CLAUSES

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

52.252-2 Clauses Incorporated by Reference (FEB 1998)

52.247-4011 FOB Point (SEP 1978)

52.247-34 FOB Destination (NOV 1991)

52.246-4009 Inspection and Acceptance Points: Destination (FEB 1995)

52.243-1, ALT I Changes -- Fixed Price (AUG 1987) Alternate I (APR 1984)

52.242-4022 Delivery Schedule (SEP 2008)*

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

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

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

52.237-4000 Contractor Manpower Reporting (FEB 2013)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

52.233-3 Protest After Award (AUG 1996)

52.233-1 Disputes (JUL 2002)

52.232-8 Discounts for Prompt Payments (FEB 2002)

52.232-4087 Payment Under Wide Area Workflow (AUG 2012)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-11 Extras (APR 1984)
52.232-1 Payments (APR 1984)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging
While Driving (AUG 2011)
52.222-50 Combating Trafficking in Persons (FEB 2009)
52.212-4 Contract Terms and Conditions -- Commercial Items (SEP
2013)
52.204-4009 Mandatory Use of Contractor to Government Electronic
Communication (MAR 2005)
52.204-4005 Required Use of Electronic Contracting (AUG 2012)
52.201-4000 ACC-Warren Ombudsperson (APR 2011)
252.246-7000 Material Inspection & Receiving Report (JAN 2008)
252.244-7000 Subcontracts for Commercial Items (JUN 2013)
252.243-7001 Pricing of Contract Modifications (DEC 1991)
252.232-7010 Levies on Contract Payments (SEP 2005)
252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013)*

FILL-IN INFORMATION:

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

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

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ATT/EXH ID Attachment 0002

PAGE 1

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

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ATT/EXH ID Attachment 0003

PAGE 1

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

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ATT/EXH ID Attachment 0004

PAGE 1

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

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ATT/EXH ID Attachment 0005

PAGE 1

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

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

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ATT/EXH ID Attachment 0009

PAGE 1

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

PERFORMANCE WORK STATEMENT (PWS)

Robotics, Maintenance, Logistics and Systems Engineering & Technical Assistance (SETA) Support Services

PART 1
GENERAL INFORMATION

1. General: This is a non-personal services contract to provide the Robotic Systems Joint Program Office (RSJPO) the necessary maintenance, logistics, and SETA services to accomplish its mission to ensure the Joint Warfighter is equipped with Robotic warfighting capability. This mission includes the deployment, systems engineering, integration, testing, fielding, sustainment, and improvement of unmanned systems which form the backbone of the future force. The Government will not exercise any supervision or control over the contractor personnel performing the services herein. Contractor personnel shall be accountable solely to the Contractor.

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

1.2 Background: The RSJPO has the requirement to provide a large spectrum of Robotic Systems to assist the Joint Warfighter. In order to successfully provide these systems, the RSJPO must maintain a fully staffed Technical, Management, and Logistics organization capable of responding to the current and future robotics systems needs of the Joint Warfighter including maintenance, repair, training, warehousing, logistics and engineering support services to troops both CONUS and OCONUS.

1.3 Objectives: The objectives of this PWS are to provide RSJPO the necessary SETA, logistics, and maintenance services to meet its global mission in support of the Joint Warfighter.

1.4 Scope: The scope of this effort is set forth in Part 5 below.

1.4.1 Supported Systems RSJPO Robotic Systems for which support will be provided under this PWS include all of the following:

- a. TALON family of systems,
- b. MARCbot,
- c. Packbot family of systems,
- d. Fastac,
- e. Mini-EOD and SUGV family of systems,
- f. Route Reconnaissance and Clearance Robot (R2C),
- g. Engineering Squad Robot (ESR),
- h. Man Transportable Robotic System (MTRS) Increment II,
- i. M-160 light flail,
- j. Robotic applique kits on the Husky,
- k. Robotic applique kits on the MRAP family of systems,
- l. HMMWV, Rapid Equipping Force (REF) and Joint Improvised Explosive Device Defeat Organization (JIIEDDO) projects,
- m. RSJPO system and subsystem prototypes

1.5 Period of Performance:

- Base Period (3 months)
- Base Surge Option (3 months)
- Option Period 1 (9 months)
- Option Period 2 (12 months)
- Option Period 3 (12 months)

The period of performance of this Task Order shall be for one Base period (3 months), which may, at the Governments sole discretion, be extended, in whole or in part, an additional 33 months in the form of a base surge option, a nine-month option and two-twelve month options, which may be exercised separately, in whole or in part, by the Contracting Officer to extend the period of performance.

Options: The Government reserves the right to extend the term of this Task Order at the prices set forth in accordance with the terms and conditions contained in clause 52.217-9 entitled, Option to Extend the Term of the Contract, see the Task Order Request, Section I at 1.b.

1.6 General Information:

1.6.1 Quality Control: The Contractor shall develop and maintain an effective Quality Control (QC) Program to ensure services are

performed in accordance with this PWS and Performance Standards (see Section 7, Technical Exhibit 1). The Contractor shall develop and implement procedures to identify and prevent recurrence of defective services. The Contractor shall develop and maintain a Quality Control Plan (QCP) describing the QC Program. The Contractor shall deliver the QCP within 30 business days after task order award IAW CDRL A005.

The Contractors QCP shall be subject to review and approval by the Government throughout the contract period. The QCP shall be the basis of the Contractors QC Program and shall address all quality requirements.

1.6.2 Government Quality Assurance: The Government will evaluate the Contractors performance under this Task Order in accordance with the Performance Standards outlined in Technical Exhibit 1.

1.6.3 Recognized Holidays: Contractor employees working outside CONUS (excluding Alaska and Hawaii) must report to their place of performance on the following Federal Holidays unless otherwise notified:

- New Years Day
- Martin Luther King Jr.s Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

When the holiday is on a Saturday, the preceding Friday will be the federal holiday. When the holiday is on a Sunday, the following Monday will be the federal holiday.

1.6.4 Hours of Operation: The Contractor is responsible for conducting services beginning as early as 6:00 AM and ending as late as 6:00 PM, Monday through Friday, except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this performance work statement when the Government facility is open for normal operations.

1.6.4.1 Work Schedule: For Contractors serving in CONUS, a standard workweek will consist of 40 hours, 8 hours per day, 5 days per week (except as provided by 1.6.3, above), 52 weeks per year, with the possibility of overtime for personnel for a maximum work schedule of 12 hours per day, 7 days per week, 52 weeks per year to include holidays and weekends, based on mission requirements. The Contractor shall request overtime in writing, in advance, to the COR who will obtain approval from the Contracting Officer. Overtime requests shall provide information that will be representative of the way overtime hours are presented in the Contractor's Monthly Report (A001) to include: place(s) where overtime will be performed, date(s) when overtime will be performed, number of employees that require overtime, overtime breakdown by employee, total number of overtime hours requested, and justification for the overtime. The Contractor shall verify that there are sufficient funds available on the task order labor contract line item number (CLIN) to cover the overtime hours/cost with the OT request submission. After completion of the mission, the Contractor shall provide the COR with the actual overtime hours worked for verification purposes. For Contractors serving OCONUS, a standard work-day is 12 hours with a standard work week seven (7) days, Monday through Sunday.

Lunch breaks shall be unpaid and shall not be part of the 12 hour or 8 hour workday; the Contractor shall not bill the Government for any lunch periods. For Contractors in CONUS or OCONUS, only actual hours worked (productive hours) shall be billed to the task order; those hours not worked (non-productive hours) shall not be billed to the task order.

1.6.5 Place of Performance: The work to be performed under this Task Order will be performed at the following locations:

- TACOM Warren, MI
- Selfridge Air National Guard Base, MI
- Huntsville, AL
- Fort Irwin, CA
- 29 Palms, CA
- Fort Carson, CO
- Tyndall AFB, FL
- Fort Benning, GA
- Fort Stewart, GA
- Fort Riley, KS
- Fort Campbell, KY

- Fort Polk, LA
- Fort Leonard Wood, MO
- Camp Shelby, MS
- Fort Bragg, NC
- Fort Drum, NY
- Fort Sill, OK
- Fort Bliss, TX
- Fort Hood, TX
- Fort Lee, VA
- Quantico, VA
- Fort Eustis, VA Fort A.P. Hill, VA
- Fort Lewis, WA
- National Capital Region, Wash. DC
- Afghanistan

1.6.6 Type of Contract/Task Order: This effort shall be performed on a Cost-Plus-Fixed-Fee basis with travel on a cost-reimbursable (no fee) basis. A 60 day Phase-In period will be included on a Firm-Fixed Price basis.

1.6.7 Security Requirements: All Contractor personnel must possess a SECRET clearance. Contractor personnel possessing an Interim SECRET security clearance may perform tasks under this TO only after receiving prior written authorization from the Contracting Officer. Such authorizations may only be issued by the Contracting Officer on a case-by-case basis. Each contractor employee assigned to perform tasks under this TO must maintain the required SECRET clearance during the period of performance in order to access Government databases and Local Area Network in accordance with Army Regulation AR 25-2 and AR 380-67. The security requirements are in accordance with the attached DD254 (Attachment 0019).

1.6.7.1 Common Access Card (CAC)/Key Control. The Contractor shall implement procedures to track and account for all keys/CACs issued to the Contractor by the Government, shall immediately report the loss or misplacement of keys/CACs and shall also report any unauthorized use of Government-issued keys/CACs to the Contracting Officer. NOTE: All references to keys include CAC and key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the QCP (A005). Such procedures shall include the return of Government issued keys/CACs by Contractor personnel no longer requiring access to secured areas.

1.6.7.1.1 The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor's employees. The Contractor shall prohibit Contractor employees from permitting unauthorized personnel to enter designated work areas.

1.6.7.1.2 The contractor is responsible for obtaining required identification cards, tags, and badges in accordance with AR 600-8-14.

1.6.7.2 All information or data developed or received under this task order shall be protected in accordance with DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and the DD Form 254 found at Attachment 0013: TOR Attachment 4, Robotics DD 254; to solicitation W56HZV-14-R-0031. The Contractor shall not release any information or data to third parties without the express written approval of the Procuring Contracting Officer (PCO).

1.6.8 Meetings

1.6.8.1 Start of Work Meeting (SOWM): The start of work meeting shall be coordinated with the COR to a mutually agreed upon date to occur within ten (10) business days after award. The meeting shall be held at TACOM at the Detroit Arsenal in Warren, Michigan, and last no more than one, eight hour day.

The contractor shall supply an agenda to the COR five (5) business days prior to the scheduled start of work meeting for Government review and comment (A006). A final agenda shall be submitted to the COR no later than two (2) business days prior to the start of work meeting. The contractor shall prepare and submit to the COR summary/minutes of the start of work meeting within seven business (7) days after the start of work meeting. (A003)

1.6.8.2 Program Review: Program reviews shall be scheduled with the COR with a mutually agreed upon date to occur three (3), six (6), and nine (9) months after award; and, if applicable, three (3), six (6), and nine (9) months after exercise of an option.

1.6.8.2.1 The contractor shall supply an agenda to the COR five (5) days prior to the scheduled start of the program review for Government review and comment (A006). A final agenda shall be submitted to the COR no later than two (2) business days prior to the program review. The contractor shall prepare and submit to the COR a summary/minutes of the program review within seven (7) business days after the program review. (A003)

1.6.9 Reserved

1.6.10 Contract Manager: The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the Contract Manager is absent shall be designated in writing to the Contracting Officer and the COR. The Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contract Manager or alternate shall be available between 0800 and 1500 Eastern Time, Monday thru Friday except Federal holidays (1.6.3) or when the Government facility is closed for administrative reasons.

1.6.11 Identification of Contractor Employees: All Contractor personnel are required to identify themselves as contractor personnel. The Contractor must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products and that Contractor participation is appropriately disclosed. When on Government sites, Contractor personnel shall be required to obtain and wear badges and may be required to wear suitable business attire.

1.6.12 Contractor Travel: _

Contractor personnel may be required to travel in order to perform this task order. The COR must authorize all travel in advance. Authorized travel shall be payable as a direct cost and vouchers for reimbursement of travel shall be included with the monthly invoice and approved by the COR prior to payment. There will be no reimbursement for local travel in and around contractors place of performance (within 50 mile radius). The contractor shall provide a written certification, prior to travel, that funds are available on the travel CLIN to complete the travel. Contractor shall arrange for travel in accordance with the Joint Travel Regulation and shall use the lowest available airfare and accommodations available during normal business hours IAW FAR 31.205-46(a)(1). Reimbursement for lodging and incidental expenses will be considered reasonable and allowable to the extent the costs do not exceed the rates set forth by the Joint Travel Regulation. In the event a hotels daily rate is above the authorized per diem rate, the contractor shall request prior approval from the COR before scheduling travel.

Within seven (7) business days after return from travel, the Contractor shall prepare a travel report summary identifying the purpose of the trip, results achieved, and the total cost of the trip, and submit the travel summary report to the FTR or, if no FTR has been appointed, to the COR (A007).

1.6.13 Government Approval of Individual Purchases of Other Direct Cost (ODC) Items:

1.6.13.1 If the contractor has a DCMA-approved purchasing system, the contractor shall obtain the advance written approval of the PCO for each ODC purchase it makes in excess of \$2,000.

1.6.13.2 If the contractor does not have, or does not maintain, a DCMA-approved purchasing system, the contractor shall obtain the advance written approval of the PCO for each ODC purchase it makes in excess of \$1,000.

1.6.13.3 As part of each request it makes for advance PCO approval, as per 1.6.13.1 or 1.6.13.2 above, the contractor shall summarize the steps it has taken to solicit, evaluate, and price the proposed purchase, sufficient for the PCO to verify the fairness and reasonableness of the proposed price.

1.6.14 Non Disclosure Agreement: The contractor shall execute the Use and Non-Disclosure Agreement prescribed at DFARS 227.7103-7 within five (5) business days of task order award and provide a copy to the COR and Contracting Officer by email. In paragraph (8) the contractor shall insert the last day of the task order period of performance, unless an alternate date is provided by the Contracting Officer.

1.6.15 Phase In/Phase Out Period: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall provide a phase-in and phase-out period as follows:

1.6.15.1 Phase-in: The Phase-In period shall be the initial 60 calendar days after task-order award.

1.6.15.1.1 Phase In Plan: The Contractor shall submit, within ten (10) business days of task order award, a detailed description of the procedures it will employ during the Phase-In period to meet full mission and operational capability. These procedures shall describe the steps the contractor will take and the processes it will use in order to be prepared to assume the complete responsibility for performance of the services cited in Part 5 at the end of the Phase-In period. These procedures shall include a detailed milestone chart and narrative describing the chronological sequence of events that will be accomplished during phase-in. (A011)

1.6.15.2 Phase-out

1.6.15.2.1 Phase-out Requirements

Sixty calendar days prior to the completion of this Task Order (to include option periods), an observation period shall occur to permit management personnel of the incoming workforce to observe operations and performance methods of the incumbent Contractor. This allows for orderly turnover of facilities, equipment, and records and ensures continuity of service. The Contractor shall not defer any

requirements for the purpose of avoiding responsibility or of transferring such responsibility to the succeeding Contractor. The Contractor shall fully cooperate with the succeeding Contractor and the Government.

1.6.15.2.2 Phase-Out Plan

The Contractor shall establish and implement plans for an orderly phase-out of the contracted operations at the expiration of this Task Order. (A012).

1.6.16 Deployment

1.6.16.1 Contractor personnel must possess appropriate documentation (i.e. passports, visa, etc.) prior to deployment to enter the task areas and perform this mission.

1.6.16.1.1 Weapons: Contractor employees are not authorized to carry a Government furnished weapon for self defense purposes in the Area of Responsibility (AOR). Contractor employees will not possess personally owned firearms in the AOR.

1.6.16.1.2 Hazardous/War Zone: When and if entrance into a war zone area is required, the Government shall immediately notify the Contractor.

1.6.16.2 The Contractor, at its own expense, may rotate or replace personnel in OCONUS locations provided the rotating employees have received Individual Replacement Deployment Operation (IRDO) training, obtained a Common Access Card (CAC) through the Contractor Verification System (CVS), and have a valid Letter Of Authorization (LOA) in the Synchronized Predeployment Operational Tracker (SPOT) system.

1.6.16.3 Personnel deployed to OCONUS locations shall be entitled to one (1) rest and relaxation (R&R) after having worked for a period of ninety (90) consecutive calendar days within twelve (12) months of continuous service. This R&R shall not exceed twenty-one (21) consecutive calendar days. The time for R&R begins when the employee leaves or is considered in a non-working status and ends when (s)he returns to base or a working status. The Government will only reimburse for airfare not to exceed (NTE) \$3,000.00 (USD)/trip. Hourly wages or per diem are not allowable costs for R&R. (Joint Travel Regulations (JTR) found: <http://www.defensetravel.dod.mil/site/travelreg.cfm>)

1.6.16.4 Deployment Processing

1.6.16.4.1 Contractor personnel deploying to SWA must attend Individual Replacement Deployment Operation (IRDO) training at Camp Atterbury for deployment processing prior to deployment.

1.6.16.4.2 IRDO is a six (6) day process. It starts on Sunday and ends the following Friday.

1.6.16.4.3 The Government must make an appointment for processing for each Contractor deploying personnel no more than 6 weeks prior to deployment. Appointments are made by visiting the SCHEDULING section of the IRDO website at <http://www.campatterbury.in.ng.mil/CivilianContractorDeploymentRedeploymentInfo/tabid/1101/Default.aspx>; additional IRDO information can be obtained from this website, also.

1.6.16.4.4 Upon arrival at Camp Atterbury, Contractor personnel shall report to the 138th Regional Training Institute Professional Education Center, Building 5, Camp Atterbury, Edinburgh, IN.

1.6.16.4.5 The Contractor shall coordinate all IRDO enrollments with the COR.

1.6.16.4.6 Contractor personnel attending IRDO must bring copies of their medical and dental records that are valid for the deployment period (Note: Physicals are valid for 1 year; Medical Validations are good for 30 days).

1.6.16.4.7 The Contractor shall pay for shots, physicals, and any other needed medical evaluations required in order for its designated employees to be medically cleared for deployment. The Contractor shall be prepared to go off-post to complete any additional medical requirements identified during the IRDO medical clearance process.

1.6.16.4.8 If the Contractor is deploying personnel hereunder who have deployed through IRDO before, such personnel shall bring any and all previously issued equipment (examples: Kevlar vest, Kevlar helmets, and sleeping bags) with them when they report to IRDO. If the Contractor personnel do not have the equipment issued by CRC/IRDO from prior deployment occurring under this task order, the Contractor shall be held responsible for any previously issued equipment before new equipment is issued.

1.6.16.4.9 Personnel Support/Letter of Authorization (LOA). Every deploying contractor employee must obtain a Common Access Card (CAC) and a letter of authorization (LOA) from the Synchronized Predeployment & Operational Tracker (SPOT) system, prior to deploying to Afghanistan. The Contractor shall provide information to enable the Government to develop a LOA containing all the information that is needed to request a Call Forward and IRDO request. The Contractor shall provide transportation for their personnel from point of origin

to IRDO and return.

1.6.16.4.10 The Common Access Card (CAC) will be issued to Contractor personnel at the IRDO.

1.6.16.4.11 The COR will validate each Contractor request for an LOA. The Contracting Officer will, if appropriate, approve the LOA for each deploying Contractor employee in the SPOT system authorizing the following privileges and support, subject to availability: Army Post Office, CAAF, billeting, commissary, Government furnished meals, dining facility, excess baggage, military issued protective equipment, resuscitative care and emergency medical/dental, military air, transportation, military exchange, military banking, I.D. card/CAC as identified in clause 5152.225-5908. In addition, to the privileges and support listed in the clause, for Afghanistan only LAUNDRY IS AUTHORIZED: The Government will provide contractor personnel/employees the equivalent no-cost laundry service available to Government employees and military personnel. The Contractor shall use the Synchronized Predeployment & Operational Tracker (SPOT) data base before traveling to IRDO for processing. The following is the SPOT internet address: <https://spot.altess.army.mil/privacy.aspx>.

1.6.16.4.12 The Contractor shall review and familiarize its employees with DA PAM 715-16, which can be found at <http://www.aschq.army.mil/gc/files/PAM71516.pdf>, Contractor Deployment Guide. The Contractor shall bring up any outstanding questions or issues due to this guide at the Start of Work meeting, prior to deployment of personnel. At any point during the performance of work on this task order the Contractor shall notify the COR in writing if there are any issues or violations of DA PAM 715-16 requirements.

1.6.16.5 The Government will provide transportation to the AOR from CONUS and then for return to CONUS. If for any reason an employee must be removed from AOR OCONUS prior to the end of the deployment period, as exercised in the task order, that employees transportation is considered a rotation and at the expense of the contractor under Section 1.6.16.2. This would be from the nearest major airport that has flights to Southwest Asia. Excess baggage is only authorized consistent with military travel policies in effect. The Government will provide transportation into and out of AOR sites. The flights into and out of AOR sites will be by military aircraft. The Government will furnish on-site transportation for contractor employees located in AOR.

1.6.16.6 Living Conditions.

1.6.16.6.1 Depending on the AOR, the Government will provide housing for the contractor employees in AOR, meals, billeting, Resuscitative Care (emergency medical care, emergency dental care), use of APO/FPO, and access to base exchange, commissary, on- post bank, morale and welfare activities and available chaplains. If subsistence changes during deployment (e.g. the Combatant Commander or subordinate Commander changes the authorizations), the Contractor must notify the Contracting Officer. AFGHANISTAN: Emergency care will be available in accordance with DFARS 252.225-7040 (DEVIATION 2013-00015), paragraph (c)(2)(i).

Reimbursable emergency medical services are billable to the Defense Base Act (DBA) Insurance carrier. Therefore, each LOA shall include the policy number, address, and POC information for the DBA insurance carrier. The DBA insurance is not required until after award; however, contractors shall provide the information prior to deploying personnel.

1.6.16.6.2 The contractor employees accompanying the force are not authorized to wear military uniform, except for specific items required for safety and security. The Combatant Commander, subordinate Joint Force Commander (JFC), or Army Force (ARFOR) Commander may require that Contractor employees be issued and be prepared to wear Organizational Clothing and Individual Equipment (OCIE), to include Chemical, Biological, and Radiological Element (CBRE) and High-Yield Explosive defensive equipment, necessary to ensure Contractor personnel safety and security.

1.6.16.6.3 The contractor employees shall sign for all issued OCIE to acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of the OCIE. The Contractor employees shall return all issued OCIE to the Government at the place of issue unless directed otherwise by the Contracting Officer. The Contractor shall reimburse the Government for OCIE lost, stolen, or damaged due to Contractor negligence or misconduct.

1.6.16.6.4 While performing duties in accordance with the terms and conditions of the task order, the Service Theater Commander will provide force protection to the contractor employee(s) commensurate with that given to Service/Agency (e.g. Army, Navy) civilians in the operations area. As required by the operational situation, the Government may at its discretion relocate contractor employees to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

1.6.16.6.5 The Contractor shall ensure that each employee who is hired by or for the Contractor (including subcontractors) and who may be required to deploy in support of military operations acknowledges in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in such support. The Contractor shall ensure that contents of this paragraph are included in all subcontracts.

1.6.17 Deployment Information. The below is intended to supplement and clarify DFARS 252.225-7040 (DEVIATION 2013-00015) Contractor Personnel Authorized to Accompany US Armed Forces Deployed Outside the United States . In the event of a conflict or ambiguity between this Section and DFARS 252.225-7040 (DEVIATION 2013-00015), the DFARS provisions shall control.

1.6.17.1 Prior to deployment, the Contractor shall ensure that all deployable personnel are medically and physically fit to endure the rigors of deployment in support of a military operation IAW AFARS 5152.225-5902. Employees who fail to meet medical or fitness standards: who become unfit through their own actions, will be removed from the area of operations and replaced at the Contractors expense. Deploying contractor employees shall carry with them a minimum of a 180 day supply of any medication they require. Military facilities will not be able to replace many medications required for routine treatment of chronic medical conditions such as high blood pressure, heart conditions, asthma, and arthritis. Contractor employees should review both the amount of the medication and its suitability in the foreign area with their personal physician and make any necessary adjustments prior to deployment. See AFARS 5152.225-5907.

1.6.17.2 If glasses are required, contractor employees will deploy with two pairs of glasses and a current prescription. Copies of the prescription will be provided by the employee to the CRC/IRDO so that eyeglass inserts for use in a compatible chemical protective mask can be prepared.

1.6.17.3 The Government requires a medical screening at the IRDO for FDA approved immunizations, which shall include DNA sampling. The Government shall provide the contractor employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees. The training and equipment will be provided at the IRDO for employees traveling from CONUS.

1.6.17.4 The Government shall provide the contractor employees with the necessary Isolated Personnel Report (ISOPREP) and Survival Evasion Resistance Escape (SERE) training. This training will be conducted at the IRDO.

1.6.17.5 The Contractor shall ensure that their employees obtain any appropriate passports and VISAs before they will be allowed to enter IRDO. The Contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment. In addition to the DD FM 489 (Geneva Convention Card) issued at the point of deployment, all Contractor employees will be issued personal identification tags and a CAC, if available before deployment. Personal identification tags will include the following information: full name, social security number, blood type, and religious preference. Contractor employees will maintain all issued cards and tags on their person at all times while OCONUS. These cards and tags shall be obtained through CRC/IRDO, and shall be promptly returned to the Government upon completion of deployment.

1.6.17.6 Before deployment, the Contractor shall ensure that each contractor employee completes at least three (3) DD Forms 93 (Record of Emergency Data Card). One completed form is for the CRC/IRDO, one copy for the Armys Casualty & Memorial Affairs Operations Center (CMAOC), and one copy for the Army Materiel Command (AMC) Logistics Support Element (LSE) Contractor Coordination Cell (CCC) or other designated liaison.

1.6.17.7 As Executive Agent for mortuary affairs, the Army will facilitate the notification of Next of Kin (NOK) in the event that a U.S. citizen contractor employee accompanying the force OCONUS dies, requires evacuation due to injury, or is reported missing. The Department of the Army will ensure that the Contractor notifies the employees primary and secondary NOK. In some cases, an Army notification officer may accompany the employers representative. Notification support by the Army is dependent upon each contractor employee completing and updating as necessary, the DD Form 93 (Record of Emergency Data Card).

1.6.17.8 The Contractor is responsible for the evacuation of contractor employee remains from AOR. The Contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles.

1.6.17.9 Unless prohibited by international agreement, the Contracting Officer shall provide a Letter of Authorization (LOA) for deployed Contractor personnel. See DFARS 252.225-7040 (c) (4) (DEVIATION 2013-00015). This is the document contractor employees must carry with them as authorization for use of Government transportation, medical facilities, billeting, and other entitlements.

1.6.17.10 Contractor employees shall utilize Letters of Authorization (LOAs) for travel and are not authorized to use Invitational Travel Orders without authorization, in writing, from the Contracting Officer prior to issuance of the travel order.

1.6.17.11 Contractor personnel may be required to travel to other countries within the SWA AOR on a temporary basis to provide assistance.

1.6.17.12 The following is additional information that the Government will need to process personnel going to SWA AOR. See DFARS 252.225-7040 (c) (4).

SPOT Information

Deployees Information: Last Name:

First Name: Middle Initial: Gender:

SSN:

Work Information: Company/Organization:

Contract# /Location of Company/Organization: Email Address:

Native Organization: Position:
Work Phone: Admin POC: Name:
Office Phone Number: Email Address: Supervisors Information:

Deployees Government Point of Contact Information (24 hrs, 7 days/week): Name: Government will add in following at award of task order
Title:
Organization or Company:
Office Phone Number: DSN: COM: Home Phone Number:
Cell Phone Number: Email Address:

If Contractor, Companys Point of Contact Information (24 hrs, 7 days/week):
Name:

Title:
Organization or Company: Office Phone Number:
Home Phone Number: Cell Phone Number: Email Address:

Personal Information: DOB (Date of Birth):
POB (City, State, Country): Home Address:
Cell Phone Number: Home Phone Number:
Next of Kin Name/Relationship: Next of Kin Address:
Next of Kin Phone # (H, W, & Cell): Passport # / Expiration Date: Location & Date Passport Issued:
If Contractor, Visa Number / Expiration Date:
If DOD Civilian/Military, Have You Initiated Form 1297 Request for Country Clearance? (Y/N): Blood Type: Security Clearance:
CRC/IRDO or SRP*: (*SRP is alternate training with a unit when deploying with it)

Requested Date/Location: / ex. Ft. Benning
MILAIR (Y/N): Y OCONUS Information: Arrival Date: Country Arriving:
Theater Location (City / Camp): Supporting Organization for this Trip: Person Replacing (or None):
Anticipated Departure (Return) Date:
Contractor Doha/Arifjan Badge If Staying Longer than 14 days (Need Y/N): CFLCC Security Badge / Expected Duration (From-to):
If Military, Weapon Type and Serial # (if taking): Laptop Model and Serial # (if taking):
CAC Card Expiration Date: Started Anthrax* Shots (Y/N):
For Personnel Staying in Kuwait ONLY:
Housing Accommodation Required (Y/N) / How Long? Vehicle Required (Y/N):
If Yes, Provide copy of Drivers License.
Sponsorship required, if staying more than 180 days (Y/N):

PART 2
DEFINITIONS

2. Definitions:

- 2.1 Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.
- 2.2 Contracting Officer. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.
- 2.3 Contracting Officers Representative (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- 2.4 Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 2.5 Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

- 2.6 Physical Security. Actions that prevent the loss or damage of Government property.
- 2.7 Quality Assurance. The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 2.8 Quality Assurance Surveillance Plan (QASP). A written document specifying the methodology the Government will utilize to evaluate and assess Contractor performance.
- 2.9 Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- 2.10 Subcontractor. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the Subcontractor.
- 2.11 Standard Workweek (CONUS). Monday through Friday, 8 hours per day, 5 days per week, 40 hours total, not including lunch. See 1.6.4, Hours of Operation and 1.6.4.1, Work Schedule.
- 2.12 Standard Workweek (OCONUS). 12 hours per day, seven (7) days per week, Monday through Sunday, see 1.6.4.1, Work Schedule.
- 2.13 Cross-Functional Integrated Product Team (IPT). Non-reoccurring IPT established to research, troubleshoot, brainstorm, investigate, or solve issues pertaining to any of the systems or subsystems cited in 1.4.1. A Cross-Functional IPT may be short or long in duration and comprised of any mixture of expertise from Task Areas 1-4 as described in section 5 below.
- 2.14 Platform Integrated Product Team (IPT). Non-reoccurring IPT established to research, troubleshoot, brainstorm, investigate, or solve issues pertaining to a specific robotic platform as cited in 1.4.1.
- 2.15 Functional Technical Representative (FTR). The FTR is an individual designated and authorized in writing by the Contracting Officer to perform specific technical functions. The Contractor will receive a copy of the FTR appointment letter after task order award that will specify the extent of the FTRs authority. The FTR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this task order.
- 2.16 Catalog Ordering Logistics Tracking System (COLTS). An electronic database utilized by RSJPO to track robotic asset maintenance orders, logistics, and inventory of assets.

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, INFORMATION AND SERVICES

3. Government-Furnished Items and Services:

- 3.1 Government-Furnished Information (QA Checklists, Templates, drawings, blueprints and user guides) shall be provided by the applicable FTR in performance of this task order. All Government-Furnished Information shall be used in performance of this task order and shall be returned to the Government upon completion of this task order.
- 3.2 Utilities. When performance outlined in the PWS occurs on a Government installation, the installations utilities will be available for use by the contractor.
- 3.3 Facilities. Most of the work to be performed must occur on-site in the offices of the Robotics Systems Joint Project Office (sites cited in 1.6.5). Each contractor employee assigned to work on-site will be provided equipment, supplies, and computer resources adequate to accomplish their assigned tasks. The government will provide office space, office supplies, computer equipment, internet and web access, telephone and reproductions facilities as required. In assigning office space, special attention will be given to recognize the nature of services performed by the contractor.
- 3.3.1 Laptop Computer Availability. The Government may, if it is determined to be in the Governments interest and sufficient assets are available, provide a contractor employee with a laptop computer in lieu of a desktop computer as described in 3.3 above. Laptop Computers are considered Government Furnished Equipment (GFE). Each contractor employee has the responsibility to ensure safekeeping of GFE while it is in his/her possession. In the event that GFE is lost, damaged, or destroyed while in the contractors possession, a determination will be made if the employee is at fault. If the employee is determined to be at fault, the contractor will be responsible for the cost of repairing or replacing the GFE.
- 3.4 Interagency Fleet Management System Vehicles: Usage of Interagency Fleet Management System Vehicles, Government Leased Vehicles, Government Vehicles, or Government transportation equipment may be required under this task order.

The contractor shall obtain insurance, in the minimum amounts specified below, and shall maintain the insurance for the duration of performance under this task order, in accordance with Federal Acquisition Regulation (FAR) 52.228-5, Insurance Work on a Government Installation and FAR 52.228-8, Liability and Insurance Leased Motor Vehicles. This shall be charged as an allowable expense under Other Direct Costs.

a. Workers compensation and employers liability. The contractor shall provide employers liability insurance of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers compensation to be written by private carries. (See FAR 28.305(c) for treatment of contracts subject to the Defense Base Act.).

b. General Liability. The contractor shall provide bodily injury liability insurance, written on the comprehensive form of the policy, of at least \$500,000 per occurrence.

c. Automobile Liability. The contractor shall provide automobile liability insurance, written on the comprehensive form of the policy. The policy shall provide and maintain insurance covering the contractors liabilities as stated in FAR 52.228-8.

3.4.1 Written Notification of Insurance Required: Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained in accordance with FAR 52.228-5.

3.5 Driver Certification. The provisions of Army Regulation (AR) 600-55, Chapters 2-7, apply to this task order. Contract employees shall be certified at the contractors expense, as being fully qualified to operate the vehicles/equipment to which they are assigned. The contractor shall provide written certification to the COR for all qualified and certified individuals performing work under this task order to operate Interagency Fleet Management System Vehicles, Government Leased Vehicles, Government Vehicles, or Government transportation equipment by location. Certification requirements may vary based on the location of performance. Therefore, the contractor shall comply with the certification requirements for each location of performance listed in section 1.6.5. The contractor shall verify local certification requirements with the transportation office at each place of performance.

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

3.7 The contractor shall not assume that additional GFE/M/I in excess of that described in 3.1 through 3.6 above will be provided by the Government.

PART 4
CONTRACTOR ACQUIRED ITEMS AND SERVICES

4. Contractor Acquired Items and Responsibilities:

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

4.2 Secret Facility Clearance: The Contractor shall possess and maintain a Secret facility clearance from the Defense Security Service. The Contractors employees, performing work in support of this Task Order shall have been granted a Secret security. The DD 254 is provided as Attachment 0013: TOR Attachment 4, Robotics DD 254, on TS3 ERS Solicitation W56HZV-14-R-0031.

PART 5
SPECIFIC TASKS

5. The Contractor shall provide program Engineering and Technical Management support, Logistics support, Product Assurance, Test, and Configuration Management (PATCM) support, and Program Management and Administrative Support, as described in this PWS in support of the RSJPO global mission in 4 task areas, as set forth below:

5.1 Task Area 1. Engineering and Technical Management

5.1.1 Systems Engineering

5.1.1.1 The contractor shall provide the following Systems Engineering services for the Integrated Defense Acquisition, Technology, and Logistics Lifecycle Management System and acquisition milestone framework IAW references defined in 6.1.

5.1.1.1.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.3.15 - Meetings:

- a. Attend and provide recommendations in weekly interoperability IPT and cross-functional IPTs, and provide to the FTR (A003).

Section C.4.1.1(a) - Pre-Production Phase Support:

- b. Provide systems engineering recommendations for technical reviews (Initial Technical Review (ITR), Alternative System Review (ASR), System Functional Review (SFR), Systems Requirements Review (SRR), Software Specification Review (SSR), Preliminary Design Review (PDR), Critical Design Review (CDR), Test Readiness Review (TRR), Functional Configuration Audit (FCA), Physical Configuration Audit (PCA), Production Readiness Review (PRR), and In-Service Review (ISR)) for robotic systems and subsystems identified in 1.4.1, and as identified by the cross-functional IPT, to the FTR (A002).

Section C.4.1.1(b) - Pre-Production Phase Support:

- c. Create systems engineering plans for Government review and approval IAW Deputy Under Secretary of Defense, US Army PEO Ground Combat Systems (PEO GCS), and Marine Corps Systems Command (MARCORSYSCOM) guidance as identified as identified by the cross-functional Integrated Product Team (IPT) and provided by the Functional Technical Representative (FTR) (A002).

- d. Produce Performance Specifications, Product Descriptions, and/or Performance Work Specifications for Government review and approval in accordance with SD-15, Guide for Performance Specifications for new and modified systems and subsystems, as identified by the cross-functional IPT (A002).

- e. Provide recommendations for the development of a Requirements Traceability Matrix (RTM) for documenting traceability for robotic systems to ensure bi-lateral traceability from user capabilities (Initial Capabilities Document (ICD), Capabilities Development Document (CDD), or Capabilities Production Document (CPD)) to performance specifications and materiel solutions, and ensure materiel solutions can be traced back to user requirements as identified by the cross-functional IPT (A002).

- f. Develop the system and subsystem architecture diagram and related products for new systems, and for updates based upon alterations, for the systems and subsystems listed in 1.4.1 IAW the DOD Architecture Framework cited in 6.1 and as identified by the cross-functional IPT for Government review and approval (A002, A010).

Section C.4.1.3(d) - Operations and Support Phase:

- g. Conduct failure analysis on systems and subsystems cited in 1.4.1 when failures occur in test, training, operational use, and operational assessment, and present findings of each failure analysis to the FTR (A002).

Section C.4.1.5- Systems Integration:

- h. Provide recommendations for the integration of technologies and components into systems and subsystems cited in 1.4.1 to improve performance, reduce costs, and improve sustainability. These recommendations shall include defining the degree of integration efforts, evaluating performance of systems and sub-systems, defining and documenting technical interfaces, evaluating test plans and procedures, and the validation of final design and product, as identified by the cross-functional IPT (A002).

- i. Provide recommendations for establishing and conducting Reliability, Availability, and Maintainability (RAM) Requirements/Assessments for Robotic Systems and Parts, as identified by the cross-functional IPT, to the FTR (A002).

Section C.4.1.5.1 - Standardization:

- j. Research and provide recommendations on ways to maximize the use of standard/common parts and technologies to find commonalities across the systems cited in 1.4.1, as identified by the cross-functional IPT, and provide the results to the FTR (A002).

Section C.4.6.3.1 - Quality Management Strategy:

- k. Review, evaluate, and make recommendations for Engineering Change Proposals (ECPs) for robotic systems and subsystems regarding technical and design-related impacts and provide the results to the FTR (A002).

Section C.4.3.6.3 - Diminishing Manufacturing Sources and Material Shortages (DMSMS) Case Management:

- l. Research and provide recommendations of alternate sources for components of systems and subsystems cited in 1.4.1, as identified by the cross-functional IPT, and provide the results to the FTR (A002).

Section C.4.5.2.2 - Market Surveillance (MS) and Market Investigation (MI):

m. Conduct market investigation to assess current industry and government technologies, as identified by the cross-functional IPT and provide evaluations of Technical Readiness Levels for integration into RSJPO systems to the FTR (A002).

5.1.2 Software Engineering

5.1.2.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.3.15 - Meetings:

a. Attend meetings and communicate with DoD Joint Services to identify system software requirements. The contractor shall create and update briefing charts and provide the charts to the FTR one business day prior to briefing (A004).

b. Attend weekly cross-functional IPTs and provide recommendations to the FTR regarding software system safety, system/software development, product development inspections/peer reviews, formal and informal reviews, technical status meetings, configuration management activities, and integration and testing activities to improve operability of systems and subsystems listed in 1.4.1 (A003).

Section C.4.1.3 - Operations and Support Phase:

c. Provide recommendations regarding the preparation of software test plans, software safety assessments, software requirements analysis and traceability, software requirements for system performance parameters, software schedule and cost estimates, software design analysis, software problem report analysis, analysis of developer software documentation, and system software safety management plans, as identified by the cross-functional IPT, and provide to the FTR for Government review and approval (A002).

Section C.4.1.5.3 - System Safety:

d. Review and analyze software and software safety documentation provided by developers of the systems and subsystems cited in 1.4.1 and as identified by the cross-functional IPT, and provide the results and recommendations to the FTR (A002).

e. Identify software related system hazards and analyze the test requirements for safety critical and safety related software systems, identified by the cross-functional IPT, and provide the findings to the FTR (A002).

Section C.4.4.2 - Equipment Maintenance:

f. Perform software quality assurance audits IAW requirements developed and provided by the cross-functional IPT and provide the results to the FTR (A002).

5.1.3 Safety Engineering

5.1.3.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.3.15 - Meetings:

a. Attend weekly system platforms IPTs and cross-functional IPTs and provide recommendations regarding safety engineering for all systems and subsystems cited in paragraph 1.4.1 to the FTR (A002).

b. Provide recommendations regarding the RSJPO safety program, IAW AR 70-1, AR 385-10, MIL STD 882, and MARCORSSYSCOM Environmental, Safety, and Occupational Health (ESOH) Handbook identified by the cross-functional IPT to the FTR/Technical POC (A002).

Section C.4.1.5.3 - System Safety:

c. Review and analyze safety documentation provided by developers of the systems and subsystems cited in 1.4.1 and identified by the cross-functional IPT, and provide the results and recommendations to the FTR (A002).

d. Identify safety related system hazards, analyze the test requirements for safety critical and safety related systems, and recommend testing to validate system safety as identified by the cross-functional IPT, and provide the findings to the FTR (A002).

e. Conduct analysis for system design including safety devices, warning devices, procedures and training as a result of failures that occur in test, training, operational use, or operational assessment of systems and subsystems cited in 1.4.1 and provide recommendations to the FTR (A002).

f. Create, for new systems, and review and assess for current systems as identified by the cross-functional IPT, the supporting safety/data packages IAW AR 70-1, AR 385-10, MIL STD 882, and MARCORSSYSCOM ESOH Handbook and provide recommendations for the safety review/certification processes of DoD Joint Services to the FTR for final Government review and approval (A002).

g. Provide recommendations in the development of a System Safety Program Plan(s) and for System Safety Working Group(s) identified by the cross-functional IPT to the FTR (A002).

h. Track safety actions IAW MIL-STD 882 and update the Hazard Tracking System (HTS) database for each system in RSJPO. Includes maintaining the HTS through either the PEO GCS or RSJPO Knowledge Center (PEO Portal) website or other internally accessible database as identified by the FTR (A001).

Section C.4.3.5.3 - Liaison Officer (LNO) (CONUS or OCONUS):

i. Serve as a liaison with DoD Joint Services to identify safety requirements IAW AR 70-1, AR 385-10, MIL STD 882, and the MARCORSYSCOM ESOH Handbook, and draft new or update current safety documentation and provide to the FTR for Government review and approval (A004).

5.1.4 Engineering Technical

5.1.4.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.3.15 -Meetings:

a. Attend weekly cross-functional IPTs and provide recommendations regarding improving system development to the FTR (A002).

Section C.4.1.3(d) - Operations and Support Phase:

b. Provide recommendations to the FTR on the operation and maintenance of robotic systems and subsystems cited in 1.4.1, including computer programming, analysis of malfunction reports, trouble shooting, and repair (A002).

c. After asset utilization, perform maintenance and repairs of Technical Management robotic systems and subsystems cited in 1.4.1 IAW government quality assurance (QA) checklists provided by the FTR (A001).

Section C.4.1.5(e) - Systems Integration:

d. Perform troubleshooting, fault isolation, calibrations, and the configuring of radio frequencies in electronic, mechanical, electro mechanical and electro hydraulic components on robots during testing and provide results of the investigation to the FTR (A002).

Section C.4.3.4.3.2(b) - Training Development and Delivery:

e. Provide Field Service Representatives (FSR) to monitor testing and repair of test assets during developmental testing on RSJPO Robotic systems and subsystems cited in paragraph 1.4.1 (A001).

Section C.4.4(b) - Industrial Base Operations:

f. After maintenance and repairs are performed, update records utilizing the Catalog Ordering Logistics Tracking System (COLTS) (A001).

Section C.4.4.1

g. Monitor Technical Management robotic asset inventory, conduct quarterly inventories, and report shortages to the FTR (A002).

Section C.4.4.5 - Supply Support Activity:

h. Attend and successfully complete initial maintenance and repair training and attend refresher training (provided by the government) as technical changes occur on the systems and subsystems cited in 1.4.1 (A001).

i. The Contractor shall be able to transport the robotic systems listed in 1.4.1.

5.1.4.1.1 Unexercised Option Task - The following task under 5.1.4.1 shall only be performed when exercised and funded by the Contracting Officer IAW FAR 52.217-9 and IAW Army Directive (AD) 2014-01:

Section C.4.6.1.1 - Office Automation and Network Services:

j. To the extent that the provisions of Army Directive (AD) 2014-01 apply, as determined by the Government, manage static displays and robotic demonstrations/conferences. This shall consist of demonstrating robotic operations and explaining capabilities to conference attendees (A001).

5.1.5 Risk Management

5.1.5.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.5.4(b) - Production Planning and Analyses:

a. Prepare briefings and summaries of risk management status for Program Management Reviews and risk updates and provide to the FTR (A004).

Section C.4.3.6.1 - Sustainment Issues - Technical Resolution:

b. Perform risk management assessment IAW the Risk Management Plan of systems and subsystems cited in 1.4.1 and provide recommendations to the FTR (A002).

c. Track, monitor, and report potential risk for the systems and subsystems utilizing the Risk Recon software tool located on the PEO GCS Knowledge Center (PEO Portal) website, IAW the Risk Management Plan and provide results to the FTR (A002).

5.1.6 Radio Frequency Engineering

5.1.6.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.2.1.1 - Test Plans:

a. Create and review test plans for communications systems performance associated with systems and subsystems cited in 1.4.1, as identified by the cross-functional IPT, and provide results to the FTR (A002).

Section C.4.1.5(j) - Systems Integration:

b. Assemble radios and related communications hardware prototypes, test radio and related communications hardware and test in a Government laboratory or in a field setting as designated by the cross-functional IPT, and provide results to the FTR (A002).

Section C.4.1.7 - Configuration Management (CM):

c. Provide recommendations on compatibility of equipment and frequency spectrum associated with systems and subsystems cited in 1.4.1 as identified by the cross-functional IPT to the FTR (A002).

Section C.4.3.6.1 - Sustainment Issues - Technical Resolution:

d. Provide Radio Frequency (RF) engineering support for all systems and subsystems cited in 1.4.1, as identified by the cross-functional IPTs (A001).

e. Prepare the DD1494, Application For Equipment Frequency Allocation, for new radio applications and any modifications to the radio, system, or radio frequency and provide it to the FTR (A002).

f. Troubleshoot communication systems and recommend corrective actions to the FTR in the event of radio or communication concerns regarding failures, performance limitations, and deviations from expected performance, as identified by the cross-functional IPT (A002).

Section C.4.5.2.2 - Market Surveillance (MS) and Market Investigation (MI):

g. Monitor and investigate RF regulatory requirements, recommend courses of action for compliance with regulatory requirements, and provide recommended courses of action and notice of regulatory changes to the FTR (A002).

h. Obtain communications data from test results, vendors, and other government agencies for evaluation as identified by the cross-functional IPT and provide to the FTR (A002).

i. Conduct market surveillance and surveys to assess current industry and government technologies and provide evaluations of Technical Readiness Levels for integration into RSJPO systems to the FTR (A002).

j. Gather information from the spectrum allocation planning IPTs of external agencies, to include the National Telecommunications Information Agency (NTIA), Army Spectrum Management Office (ASMO), Army Frequency Management Office (AFMO), Joint Spectrum Center (JSC), and special IPTs led by other Executive Branch departments. The contractor shall maintain visibility of pieces of the spectrum being reallocated or auctioned to the Federal Communications Commission (FCC), and provide cost/impact information recommendations on how loss

of those pieces of the spectrum will impact the RSJPO to the FTR (A002).

5.1.5.1.1 Unexercised Option Task - The following task under 5.1.5.1 shall only be performed when exercised and funded by the Contracting Officer IAW FAR 52.217-9 and IAW AD 2014-01:

i. Attendance at any of the IPTs listed in paragraph j. above, to the extent that the provisions of Army Directive (AD) 2014-01 apply, as determined by the Government, and the extent that the information is not readily available through other sources, shall only be authorized in advance in writing by the COR on a case-by-case basis.

5.2 Task Area 2. Logistics

5.2.1 Program Logistics

5.2.1.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.3.15 - Meetings:

a. Attend all weekly Non-Standard Equipment (NSE) meetings, retrograde meetings/Video Tele Conferences (VTCs), robotic program IPT meetings, Capability Development for Rapid Transition (CDRT) meetings/VTCs, take minutes and provide feedback to the FTR. Meetings are held at Warren, MI or Selfridge ANGB, MI (A003).

Section C.4.3.4 - Logistic Package Validation and Verification:

b. Develop draft Core Logistics Analysis Plan, Core Depot Assessment Plan, and Source of Repair Analysis Plan, for Government review and approval, in accordance with AR 700-127 for acquisitions or when systems or subsystems cited in 1.4.1 are modified or upgraded and provide to the FTR (A002).

Section C.4.3.4.1 - Material Fielding Planning:

c. Analyze Materiel Fielding Agreements, Mission Support Plans, Materiel Requirement Lists, and Materiel Fielding Plans for acquisitions and provide updated information to the FTR, when systems or subsystems cited in 1.4.1 are modified (A002).

Section C.4.3.5.4 - Contractor Logistic Support/PBL:

d. Develop and integrate all elements of logistic support for the life cycle of the robotic systems cited in 1.4.1. Monitor and provide technical assistance to the cross-functional IPT in developing integrated logistics support plans and addressing all of the principal elements of support related to the total system life cycle. The elements include the maintenance plan, support and test equipment, supply support, depot maintenance, transportation and handling, technical data retrieval, identification of system peculiar facilities requirement, personnel and training, logistics support resource funding and logistics support management information (A002).

Section C.4.3.8.1 - FMS Research and Analysis:

e. Serve as a Logistics Support Manager for a Foreign Military Sales (FMS) program procuring robots and support equipment (cited in 1.4.1) for foreign military customers. This involves answering questions from other RSJPO or FMS personnel working with the FMS Program. Ensures the FMS program personnel and foreign military customers have all the necessary logistics information required for the purchase and sustainment of robots.

Section C.4.5.5 - Material Release Services:

f. Assemble RSJPO Type Classification documentation and Materiel Release packages for acquisitions or when systems or subsystems cited in 1.4.1 are modified or upgraded and provide to the FTR for Government review and approval (A002).

5.2.2 Maintenance - OCONUS

5.2.2.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.1.3(b) - Operations and Support Phase:

a. Review and provide recommendations to the FTR to update RSJPO/JRRF maintenance policies, procedures, and practices (A002).

Section C.4.3.5.3 - Liaison Officer (LNO) (CONUS or OCONUS):

b. Based on performance (i.e. low productivity, incorrect work orders, quality control failures, excessive parts usage), conduct

site inspections in accordance with RSJPO Checklist, provided by the FTR to validate work order repair procedures are being followed at the site and report results to the FTR (A002).

c. Submit a report via email detailing the status of maintenance operations, including status of robot repair, open and closed work order status and number of systems ready for issue daily to the COR with a copy for the local OIC (A001).

Section C.4.4.4 - Maintenance Operations:

d. Review work orders daily for completeness and accuracy, provide on the job training for technicians, and manage workload based on readiness requirements and priorities (A008).

Section C.4.4.4.2 - Below Depot Maintenance:

e. Maintain readiness and accountability of support equipment (shop tools, hand tools, work tables, shop equipment) utilizing COLTS (A001).

Section C.4.4.5 - Work Statements:

f. The Contractor shall be able to transport the robotic systems listed in 1.4.1.

5.2.3 ROBOTICS

5.2.3.1 Robotics Training

In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall :

Section C.4.3.4.3 - Training:

a. Provide recommendations in the analysis, design, development, and facilitation of RSJPO training materials for newly acquired items and when existing systems or subsystems cited in 1.4.1 are modified or upgraded and provide to the FTR (A002).

b. Provide after action training reports to the FTR summarizing the outcome of all training (A001).

c. Based on Unit requests provided by the COR or FTR, provide training of systems and subsystems cited in 1.4.1 via Maintenance and Repair Course (RMRC), Mobile Training Teams (MTTs), and New Equipment Training (NET) to Marine Corps, Air Force, Army, Army National Guard (ANG), and Marine and Army Reserve units (A001).

d. Provide recommendations to the FTR for improving the following training courses: Robot Maintenance and Repair Course (RMRC), Mobile Training Teams (MTTs), and New Equipment Training (NET) based upon feedback received at the courses from course participants (A002).

e. Update training materials when modifications or upgrades are made to systems and subsystems cited 1.4.1, and submit for Government review and approval. Distribute revised training materials to users and the FTR at CONUS and OCONUS sites listed in 1.6.5 (A001/A002).

f. Attend weekly cross-functional IPT meetings and provide recommendations for improving training curriculum, repair techniques, and operator usage to the FTR (A003).

g. Develop detailed lesson plans, programs of instruction, training aids for operation and maintenance procedures through review of publications, charts, drawings, reports, and blueprints, provided by the FTR, for newly acquired systems and when systems or subsystems cited in 1.4.1 are modified or upgraded, IAW with TRADOC standards (AR 350-1, 350-7, FM 25100) and provide to the FTR (A002).

h. Create and develop PowerPoint training presentations for newly acquired systems and when systems or subsystems cited in 1.4.1 are modified or upgraded and provide to the FTR (A004).

i. Perform maintenance, repairs, and functional tests of RSJPO robotic training systems and subsystems cited in 1.4.1 after each training class (A001).

j. Submit work orders, document repair time, and request parts required to repair robotic training systems via COLTS daily.

k. Maintain accountability of all training equipment and systems in COLTS and Property Book Unit Supply Enhanced (PBUSE) (A001).

l. The Contractor shall be able to transport the robotic systems listed in 1.4.1.

5.2.3.1.1 Unexercised Option Task - The following task under 5.2.3.1 shall only be performed when exercised and funded by the Contracting Officer IAW FAR 52.217-9 and IAW AD 2014-01:

m. To the extent that the provisions of Army Directive (AD) 2014-01 apply, as determined by the Government, manage static displays and robotic demonstrations/conferences. This shall consist of demonstrating robotic operations and explaining capabilities (A001).

5.2.3.2 Robotics Repair

In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.4.4 - Maintenance Operations:

- a. Perform daily maintenance and repairs of RSJPO robotic systems and subsystems cited in 1.4.1, as problems arise.
- b. Perform daily troubleshooting, fault isolation, calibrations, and the configuring of radio frequencies in electronic, electro mechanical and electro hydraulic components on robots and software programming, analysis of malfunction reports, and removing and replacing of subsystems and parts on systems and subsystems cited in 1.4.1, as problems arise.
- c. Submit work orders, document repair time, and request parts required to repair robots via COLTS daily (A001).
- d. Perform daily Quality Assurance (QA) checks on new or repaired systems and subsystems cited in 1.4.1 IAW government QA checklists provided by FTR (A009).
- e. Develop and maintain repair procedures and repair training aids for current robotic platforms and as modifications are fielded to systems and subsystems cited in 1.4.1 as identified by the cross-functional IPT and provided by the FTR (A001).
- f. Maintain accountability and readiness of tools and shop supplies for robotic repairs of systems and subsystems cited in 1.4.1.
- g. Upon system fielding, conduct operator/maintainer training and provide technical assistance/training in the operation/maintenance of systems and subsystems cited in 1.4.1, including: software programming, analysis of malfunction reports, trouble shooting, and repair on RSJPO robotic platforms (A001).
- h. Attend weekly Tech Conference Call, weekly JRRF Staff Call, and cross-functional IPT meetings and provide recommendations regarding repair, maintenance, and technical matters to the FTR (A003).
- i. Travel to backfill robotic repair duties at CONUS sites cited in 1.6.5 as identified by the COR
- j. The Contractor shall transport the robotic systems listed in 1.4.1.

5.2.3.2.1 Unexercised Option Task - The following task under 5.2.3.2 shall only be performed when exercised and funded by the Contracting Officer IAW FAR 52.217-9 and IAW AD 2014-01:

k. To the extent that the provisions of Army Directive (AD) 2014-01 apply, as determined by the Government, manage static displays and robotic demonstrations/conferences for community outreach events, educational events, and to communicate with industry partners throughout CONUS and OCONUS. This shall consist of demonstrating robotic operations and explaining capabilities (A001).

5.2.3.3 For Robotics Repair in support of FORSCOM, the contractor shall perform the preceding duties as outlined in 5.2.3.1 except for d through h; and duties as outlined in 5.2.3.2 except for d, e, g though i, and k.

5.2.4 SUPPLY SUPPORT - In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.4.1 - Supply Support Activity:

5.2.4.1 Warehouse and General Supply:

- a. The Contractor shall provide personnel responsible for the management and operation of a Supply Support Activity responsible for receiving and issuing supplies and equipment. (A001).
- b. Update COLTS daily by inputting the receipt of inbound shipments, processing shipping documents, and conducting inventories.
- c. Perform monthly examinations of receipted materials and report damages to the FTR (A008).

- d. The Contractor shall transport the robotic systems listed in 1.4.1.

5.2.4.1.1 Use of Government Forklift

a. Contractor forklift operators shall be OSHA certified and possess a Government Operators Permit (OF 346), in accordance with AR 600-55.

b. The provisions of Chapter 2, paragraph 2-5 of AR 600-55, will apply to contractor vehicular operations. AR 600-55 can be viewed at the following Web Address: http://www.apd.army.mil/pdffiles/r600_55.pdf

c. The Government will review contractor employees state licenses and certifications, and issue the OF 346 with the appropriate permissions.

5.2.4.2 For Warehouse and General Supply in support of the JRRF, the contractor shall perform the duties as outlined in 5.2.4.1 and the following duties:

Section C.4.4.1 - Supply Support Activity:

- a. Review daily and respond to approved customers requisitions within 48 hours.
- b. Generate the daily COLTS inventory shipping requirement list and provide to warehouse technicians to prepare shipments to customers.
- c. Obtain transportation cost estimates from government and commercial transportation sources and provide warehouse estimated shipping costs to the FTR monthly (A002).
- d. Provide notification of estimated delivery date to customers, via telephone or email, within 24 hours of outbound shipment.
- e. Participate as the lead contractor for mandatory government inventory counts, weekly, monthly, quarterly, bi-annually or yearly.
- f. Ensure the applicable shipping documentation is generated for Hazardous Material and Customs and coordinate universal waste that is generated from the Inventory Control Point with Selfridge Air National Guard Base (SANGB) Hazmat personnel.
- g. Process Return Maintenance Authorization (RMAs) with the original equipment manufacturers (OEM) to include tracking and acknowledgement of receipt by the OEM. If discrepancies are found, the contractor will notify the FTR within 24 hours.
- h. Participate in meetings as a Subject Matter Expert for retrograde shipping efforts from OCONUS/OCONUS and FORSCOM shipments. Notify the FTR of any pending issues within 24 hours relative to shipments inbound and outbound (A003).
- i. Ensure that the warehouse is kept clean and organized based upon the local warehouse SOP.

5.2.5 Liaison Integration Management

5.2.5.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.3.4 - Logistic Package Validation and Verification:

- a. Provide New Equipment Training (NET) of robotic systems and subsystems cited in 1.4.1 to Marine Corps, Air Force, Army, Army National Guard (ANG), and Marine and Army Reserve units as identified by the COR or FTR (A001).
- b. Provide recommendations to improve training based upon feedback provided by the students to the FTR following NET (A002).
- c. Provide recommendations to the FTR weekly for developing and refining sustainment strategies, establishing new repair or training sites, and piloting new course content (A001/A002).
- d. Maintain inventory for all RSJPO support equipment procured by the Government (e.g. robotic platforms, tools, work benches) and provide a monthly report to the FTR (A008).
- e. Provide weekly summary of activities report, based on tasks listed in 5.2.5.1, to the COR (A008).

5.2.6 Web Based Supply Chain Management

5.2.6.1 Web Based Supply Chain Management System Analysis

5.2.6.1.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.6.1.1 - Office Automation and Network Services:

- a. Provide COLTS technical assistance (troubleshooting, user assistance, log in assistance, and issuing user IDs when users submit a request) within a 24 hour turn around period of request (A001).
- b. Create COLTS user accounts, when employees request network access, within a 24 hour turn around period of request (A001).
- c. Attend weekly COLTS IPT meetings and weekly battle calls and provide recommendations regarding repair, maintenance, and technical matters to the FTR (A003).
- d. Maintain the data integrity of COLTS by monitoring entered data weekly for accuracy. Provide report to the FTR (A008).
- e. Based on establishment of new sites and locations, update data element fields in COLTS (A001).
- f. Provide weekly logistics metrics reports regarding COLTS data (customer wait time, on time delivery, logistics response time, work orders, shipments, open requisitions, meantime to repair, meantime between failures, stock availability, cost drivers and logistics delay time) to the FTR (A001).
- g. Maintain and update COLTS desktop user guide provided by the FTR (A010).
- h. Provide monthly user training classes with user manuals/aids for the purpose of instructing personnel on the operation and maneuverability of the COLTS system.
- i. Provide configuration management for newly acquired systems and when systems or subsystems cited in 1.4.1 are modified or upgraded (A002).
- j. Based on newly acquired systems and subsystems and modifications or upgrades of systems and subsystems cited in 1.4.1, upload updated files (system manuals, operator manuals, diagrams, pictures, ECPs, technical bulletins, modification work orders) to COLTS and update system configurations in COLTS (A001).

Section C.4.3.4.5 - Automatic Identification Technologies (AIT):

- k. Provide recommendations for Item Unique Identification (IUID) requirements for newly acquired systems and subsystems and when systems or subsystems cited in 1.4.1 are modified or upgraded and provide to the FTR.
- l. Upload the IUID registry IAW DoD Instruction 8320.04 and MIL- STD-130N and provide reports to the FTR (A002).

5.2.6.2 Web Based Supply Chain Management System Administration

5.2.6.2.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.5.1 - Program Management Support:

- a. Perform feasibility studies and cost/benefit analyses on COLTS data relative to the systems and subsystems cited in 1.4.1 and provide results and recommendations to the FTR (A002).
- b. Evaluate COLTS software changes within one business day of the change occurring and provide analysis of software change impacts to the FTR (A002).

Section C.4.6.1.1 - Office Automation and Network Services:

- c. Develop, maintain, and update user training manuals and user desktop guides for newly acquired systems and subsystems and modifications and upgrades to existing systems and subsystems cited in 1.4.1 and provide to the FTR (A010).
- d. Conduct user training classes with Government provided user manuals/aids for the purpose of instructing personnel on the operation and maneuverability of the robotic systems cited in 1.4.1 as it relates to COLTS and the web based supply chain management systems (A001).
- e. Perform daily data extractions and administrative functions (security access, database planning, replication/backups and

recoverability) from COLTS (A001).

- f. Maintain and update COLTS test database by monitoring and resolving server warnings and refreshing test database (A001).

5.3 Task Area 3. Product Assurance, Test and Configuration Management (PATCM) - In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.2 - Product Assurance and Test Services:

5.3.1 The contractor shall provide recommendations IAW with:

- a. Product Quality Deficiency Reporting support IAW AR 702-7,
- b. Quality support IAW AR 702-11,
- c. Quality Improvement and Product Nonconformance Reduction IAW AR 702-17,
- d. Process Development Support in accordance with the tenets of Capability Maturity,
- e. Model Integration (CMMI) and ISO-9000,
- f. DA PAM 385-16,
- g. Configuration Management IAW MIL-HDBK-61A and EIA-649-A,
- h. Army Modification Program IAW AR 750-10,
- i. SecNavInst 5000.2E, and
- j. US Marine Corps Integrated Test & Evaluation Handbook

5.3.1.1 The contractor shall:

Section C.4.2.1.2 - Test Integration Work Group (TIWG) Participation:

- a. Attend and provide recommendations regarding technical matters at weekly technical support, test, and cross-functional IPT meetings, twice weekly PATCM staff meetings, monthly program reviews, and RSJPO meetings, and provide to the FTR (A001).

Section C.4.6.1 - Administrative Services:

- b. Create, update, and present briefing charts to the FTR and for Milestone Reviews, PEO Briefings, Program Reviews, Weekly IPTs, and RSJPO Briefings (A004).
- c. Update cross-functional and PATCM IPT Task Matrices electronically through the PEO GCS Knowledge Center (PEO Portal) website weekly. (A010).

5.3.2 Product Assurance, Test, and Configuration Management Engineering

5.3.2.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.3.15 - Meetings:

- a. Attend WSESRB meetings and interpret data from the data packages and briefing slides IAW NAVSEAINST 8020.6e and provide recommendations to the FTR (A002).
- b. Attend Test Readiness Review meetings and provide recommendations as to the test readiness of systems and subsystems cited in 1.4.1 to the FTR (A002, A003).

Section C.4.1.3(a) - Operations and Support Phase:

- c. Implement test plans, Test and Evaluation Strategy (TES), Test and Evaluation Master Plans (TEMPs), and test and evaluation concepts IAW the IMS at commercial, DoD and RSJPO test sites as identified by the FTR (A001).

Section C.4.2.1.1 - Test Plans:

- d. Prepare and revise test documentation (Test and Evaluation Strategy (TES), Test and Evaluation Master Plans (TEMPs), test and evaluation concepts, and test reports due to new equipment, failure to meet performance specifications, issues reported by users, program milestones, and for ECRs and ECPs) and submit to the FTR IAW the Integrated Master Schedule (IMS) available on the PEO GCS Knowledge Center (PEO Portal) website (A002, A010).

Section C.4.2.1.2 - Test Integration Work Group (TIWG) Participation:

e. Attend and provide recommendations during weekly Test and Evaluation Working Integrated Product Teams (WIPTs) to the FTR (A003).

f. Obtain safety confirmation reports, capability and limitations reports, test reports, evaluation reports, and safety releases, from DoD test sites and safety offices and provide to the FTR (A008).

Section C.4.2.1.3 - Test Site Services:

g. Review and evaluate Test Incident Reports (TIRs) received from the test facility, and provide a summary of the results and recommendations to the FTR (A002).

h. Implement test plans and conduct tests at government facilities on systems and subsystems cited in 1.4.1 and as identified by the FTR, and report results to the FTR (A002).

Section C.4.2.1.3.1 - Test Incident Reports (TIR) and Data:

i. Review, evaluate, and provide recommendations on Failure Analysis and Corrective Action Reports (FACARs) received from the OEM due to failure to meet performance specifications to the FTR (A002).

Section C.4.2.2 - Quality Assurance (QA):

j. Provide recommendations in the development and revision of Acceptance Test Procedures (ATP) on systems and subsystems listed in 1.4.1 for acquisitions, quality issues, and engineering changes to the FTR (A002).

k. Provide recommendations in the development and revision of Quality Assurance Letters of Instruction (QALIs) for newly acquired systems, reviews, and POC changes, for Government review and approval, to the FTR (A002).

l. Conduct on-site inspections at OEM engineering and manufacturing facilities to perform acceptance testing and review corrective actions to verify the corrective actions meet performance specifications and provide report to the FTR (A002, A008).

m. Upon preparation of the ECRs or ECPs, review and provide recommendations on Quality Impacts to the ECRs and ECPs to the FTR (A002).

n. Develop, monitor, and brief the FTR, or other Government personnel designated by the COR, regarding quality performance metrics quarterly for systems and subsystems cited in 1.4.1 using data available in COLTs and the Acceptance Test database (A004, A008).

o. Update the Acceptance Test Database on the PEO GCS Knowledge Center (PEO Portal) website for systems presented by the OEM for acceptance for systems and subsystems cited in 1.4.1 (A001).

p. Prepare and revise Quality Assurance (QA) checklists for systems and subsystems cited in 1.4.1 due to new acquisitions, failure to meet performance specifications, and for ECRs and ECPs and provide to the FTR (A002, A010).

q. Perform Quality Assurance (QA) checks on systems and subsystems cited in 1.4.1, in accordance with QA checklists referenced in 5.3.2.1.p above, obtained from the FTR, and provide the results to the FTR (A009).

Section C.4.2.3 - Reliability, Availability, Maintainability (RAM) Program Services:

r. Provide recommendations regarding the testability of performance specifications to the FTR (A002).

s. Prior to RAM Testing provide recommendations for Failure Definition/Scoring Criteria (FDSC) to the FTR (A002).

Section C.4.2.3(f):

t. Attend and provide recommendations for RAM Scoring Conferences scheduled IAW the IMS to the FTR (A002).

u. Provide recommendations in the development of Statements Of Work (SOW), for Government review and approval, for PATCM requirements (Test and Evaluation, Quality, and Configuration Management) due to system developments and modification to systems and subsystems cited in 1.4.1 to the FTR (A002).

Section C.4.3.6.1 - Sustainment Issues - Technical Resolution:

v. Prepare Engineering Change Requests (ECRs) and Proposals (ECPs) as a result of proposed system changes IAW MIL-STD 61A and provide to the FTR (A002).

Section C.4.5.3 - Program Management Integration and Support:

- w. Provide recommendations to modify the IMS due to program schedule conflicts to the FTR (A002).

Section C.4.6.1 - Administrative Services:

x. Provide recommendations to the FTR for the assembling of Weapons System Explosive Safety Review Board (WSESRB) data packages and briefing slides IAW NAVSEAINST 8020.6e (A002).

y. Provide recommendations for Government review and approval regarding RSJPO internal processes, procedures, forms, templates, and reporting strategies for the Quality Management System, as identified by the Process Excellence Program (PEP) IPT, to the FTR (A002).

z. Maintain the Configuration Management Process: control document flow of ECRs, ECPs, and Engineering Change Notices (ECN) within the Multi-User ECP Automated Review System (MEARS) database; review documentation submitted for accuracy and completeness; organize meetings for the Configuration Control Board; and report on the status of configuration management process to the FTR (A008).

Section C.4.6.1.1 - Office Automation and Network Services:

aa. Maintain a corrective action program database incorporating the Product Deficiency Reporting and Evaluation Program/Product Quality Deficiency Report (PDREP/PQDR) process and provide weekly reports to the FTR (A008).

Section C.4.6.4 - Lean Six Sigma and Continuous Improvement Strategy:

ab. Develop process improvement initiatives using Lean Six Sigma (LSS), value engineering, and continuous process improvement, as identified by the cross functional IPT, and provide results to the FTR (A002).

ac. Attend weekly technical support, test, and cross functional IPT meetings, Lean Six Sigma initiatives, twice weekly PATCM staff meetings, monthly program reviews and RSJPO meetings and provide recommendations regarding technical matters identified during the meetings to the FTR (A003).

5.3.3. Data Management

5.3.3.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.6.1 - Administrative Services:

a. Perform administrative functions for the Configuration Control Board IAW MEARS database (coordinating schedules, reserving meeting rooms, notifying attendees, and recording and posting meeting minutes and agendas) (A001).

b. Maintain the processing hierarchy for engineering changes in MEARS to accommodate personnel and program changes (A001).

c. Provide administrative support functions for key functional events of test and evaluation meetings and teleconferences, IPTs, and other quality system activities, to include coordinating schedules, reserving meeting rooms, notifying attendees, and recording and posting meeting minutes and agendas (A001/A003).

Section C.4.6.1.1 - Office Automation and Network Services:

d. Update and maintain internal quality management system documents residing on the PEO GCS Knowledge Center (PEO Portal) website for control and distribution (A001).

5.4 Task Area 4. Program Management and Administrative

5.4.1 In accordance with the below referenced sections of the contract Statement of Work (SOW), the contractor shall:

Section C.4.5 - Program Management:

a. Provide COLTS data for the development of Program Life Cycle Cost Estimates and Economic Analyses IAW Army costing guidelines and procedures to the FTR.

Section C.4.5.1 - Program Management Support:

b. Provide recommendations regarding when the performance of a cost benefit analysis and earned value management system analysis would be beneficial for systems and sub-systems cited in 1.4.1, as identified by the cross functional IPT, to the FTR (A002). The contractor shall not perform the actual analysis as called for by this paragraph.

c. Identify, prepare, update, and review draft programmatic documentation, IAW DoD 5000.2, to assist in the development of Milestone documentation (Acquisition Strategy, Acquisition Plan, Test and Evaluation Master Plan (TEMP), Integrated Master Schedule (IMS) and the Systems Engineering Plan (SEP)) and provide to the FTR (A002).

Section C.4.6.1 - Administrative Services:

d. Create view graphs for presentations, video productions, briefing drafts, and brochures and develop both hardcopy and softcopy presentations for Program Management Reviews, decision briefings, RSJPO meetings, All-Hands meetings and training classes, with data provided by the FTR, and provide the completed materials to the FTR (A004).

Section C.4.6.1.1 - Office Automation and Network Services:

e. Develop and maintain a milestone and document tracking/status report on the PEO GCS Knowledge Center (PEO Portal) website to monitor milestone events, documents, dates, action items, key personnel, and program status IAW the IMS for systems and subsystems cited in 1.4.1 (A001).

5.4.2 Liaison

5.4.2.1 In accordance with the below referenced sections of the contract Statement of Work (SOW) , the contractor shall provide support to the US Army and USMC robotic materiel system requirements within the framework of:

- a. Joint Capabilities Integration and Development System (JCIDS),
- b. Chairman of the Joint Chiefs of Staff Instruction (CJCSI) 3170,
- c. Army Capabilities Development System (CIDS),
- d. Training and Doctrine Command (TRADOC) Regulation 71-20, and
- e. DoD Life Cycle System for Materiel Management

5.4.2.2 The contractor shall:

Section C.4.5.1 - Program Management Support:

a. Provide recommendations for courses of action pertaining to materiel needs of robotic systems and subsystems cited in 1.4.1 and their payloads as identified by the cross-functional Integrated Product Team (IPT) to the FTR (A002).

b. Provide recommendations regarding acquisitions and modified or upgraded systems and subsystems cited in 1.4.1 for the purposes of long range planning, safety, cost effectiveness, environmental impacts, and Integrated Logistics Support (ILS) as identified by the cross-functional Integrated Product Team (IPT) to the FTR (A002).

Section C.4.5.3 - Program Management Integration and Support:

c. Communicate daily with: TRADOC integrating centers, Fort Benning, GA, Fort Leonard Wood, MO, Fort Bragg, NC, Fort Hood, TX, Fort Lee, VA, Quantico, VA (Headquarters USMC), Fort Monroe, VA (Headquarters TRADOC), and the National Capital Region, Wash. DC (Headquarters Department of the Army, JIEDDO, and REF) regarding equipment performance characteristics and provide recommendations based upon the communications to the FTR by email once per week.

5.5 Meetings

5.5.1 Meetings include ASA (ALT) Briefings, General Staff Meetings/Briefings, and PEO/PM subject specific meetings, and system/subsystem meetings. The Contractor shall attend these meetings during performance of this task order and prepare agendas, meeting minutes, and briefings, as required by the cross-functional IPT (A003, A004, A006).

PART 6
APPLICABLE PUBLICATIONS

6. Applicable Publications (Current Editions)

6.1 The following publicly available publications are applicable:

- a. DoD 5000.1 & 5000.2;
- b. DoD Architecture Framework, Volumes 1-3, Ver 1.5;
- c. NAVSUPINST 5000.20;
- d. NAVAIRINST 5000.21B;
- e. NAVSEAINST 5000.8;
- f. MARCORSSYSCOM Order MCSC 06;
- g. SECNAVINST 5400.15C;
- h. MIL-HDBK-237;
- i. System Engineering Plan Preparation Guide V 2.01 April 2008;
- j. Systems Engineering Plan (SEP) Outline Version 1.0 04/20/2011;
- k. NAVAL SYSCOM Risk Management Policy;
- l. Risk Management Guide for DOD Acquisition;
- m. MARCORSSYSCOM ESOH Handbook;
- n. MIL-STD-882E, Standard Practice for System Safety;
- o. OPNAVINST 5100.24B, Navy System Safety Program Policy;
- p. OPNAVINST 8020.14A;
- q. NAVSEAINST 8020.6E, Department of the Navy Weapon Systems Explosives Safety Review Board;
- r. System Engineering Fundamentals DAU;
- s. DoD Joint Software Systems Safety Engineering Handbook;
- t. DoD 5200.39;
- u. IEEE 12207;
- v. IEEE 1471;
- w. Unmanned Systems Safety Guide for DoD Acquisition;
- x. DoD SD-15, Guide for Performance Specifications;
- y. AR (Army Regulation)73-1;
- z. ATEC Pam 73-1;
- aa. AR 385-10
- ab. SAE ARP5580, Potential Failure Mode and Effects Analysis (FMEA), AIAG, 4th Edition, June 2008
- ac. AR 70-1,
- ad. DA Pam 70-3
- ae. The Defense Acquisition Guidebook;
- af. MIL-STD 61A;
- ag. Joint Capabilities Integration and Development System CVJCSI 3170.01 G; and
- ah. DA Pam 73-1

6.1.1 In addition to the regulations identified in 6.1 above, the Contractor shall work within the framework of the Joint Capabilities Integration and Development System (JCIDS), the Chairman of the Joint Chiefs of Staff Instruction (CJCSI) 3170, the Army Capabilities Development System (CIDS), the Training and Doctrine Command (TRADOC) Regulation 71-20, and the DoD Life Cycle System for Materiel Management.

PART 7
TECHNICAL EXHIBIT/ATTACHMENT LISTING

7. Attachment/Technical Exhibit List:

- 7.1 Technical Exhibit 1 Performance Requirements Summary
- 7.2 Attachments:

This PWS incorporates the following attachments, which are attachments to the TS3 solicitation W56HZV-14-R-0031:

Attachment

- Attachment 0011: TOR Attachment 2: Robotics Contract Data Requirements List (CDRLs)
- Attachment 0012: TOR Attachment 3: ERS Prime Proposal Summary File - Robotics
- Attachment 0013: TOR Attachment 4: Robotics DD 254

7.3 CDRLs / Deliverables:

The Contractor shall provide the following:

<u>TOPIC</u>	<u>CDRL</u>
Monthly Status Report	A001
Technical Report	A002
Meeting Minutes	A003
Presentation Material	A004
Quality Control Plan (QCP)	A005
Meeting Agenda	A006
Travel Report	A007
Status Report	A008
Quality Assurance Checklist	A009
Revisions to Existing Government Documents	A010
Phase-In Transition Plan	A011
Phase-Out Transition Plan	A012

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the maximum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Performance Indicator	Performance Threshold	Method of Surveillance
PRS#1 Monthly Progress Reports (A001, PWS Para 5.1.3, 5.1.4, 5.1.6, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.3.3, 5.4.1, 5.4.2)	Progress Reports is thorough accurate; complete and accepted in accordance with the Data Item Description (DID) and the Government schedule	95% accuracy and completeness with first draft. 100% accuracy with one correction/rewrite.	100% inspection of deliverables
PRS#2 Meetings (PWS Para 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.3.1, 5.3.2, 5.3.3, 5.4.1, 5.4.2)	Attendees are on time and prepared to discuss findings and recommendations.	95% of the time Customer Comments	Periodic Inspection
PRS#3 Technical & Travel Reports (PWS Para. 1.6.12, 1.6.1.7, 5.1, 5.2, 5.3, 5.4)	Reports are submitted in a timely manner, IAW the PWS. They are thorough, accurate, complete, and accepted IAW the DID and	95% accuracy and completeness with first draft. 100% accuracy with one correction/rewrite.	100% inspection of deliverables

the Government schedule

PRS #4 Training
(PWS 5.2.4.1)

Training is timely and
conducted with no more than
2 negative comments per
training event.

100% of the time

Random Sampling
Customer Comments

CONTRACT DATA REQUIREMENTS LIST

Form Approval 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 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: Other
 - D. SYSTEM/ITEM:
 - E. CONTRACT/PR NO.:
 - F. CONTRACTOR:

- 1. DATA ITEM NO.: A001
- 2. TITLE OF DATA ITEM: Contractors Progress, Status and Management Report
- 3. SUBTITLE: Monthly Status Reports
- 4. AUTHORITY: DI-MGMT-80227, See Block 16(a)
- 5. CONTRACT REFERENCE: 1.6.4.1, 5.1.3, 5.1.4, 5.1.6, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.3.1, 5.3.2, 5.3.3, 5.4.1 and 7.3
- 6. REQUIRING OFFICE: Robotics Systems Joint Project Office (RSJPO)
- 7. DD250 REQ: NO
- 8. APP CODE: N/A
- 9. DIST. STATEMENT REQUIRED: A
- 10. FREQUENCY: MTHLY
- 11. AS OF DATE: N/A
- 12. DATE OF FIRST SUB: See Block 16(b)
- 13. DATE OF SUBS.SUB: See Block 16(b)
- 14. DISTRIBUTION

- A. ADDRESSEES
- COR:
- B. COPIES DRAFT: 0 FINAL: 1

15. TOTAL: 1

16. REMARKS:

a. Block 4: The Contractor shall submit all deliverables in electronic format unless otherwise identified by the COR or FTR and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.

Delete paragraphs 10.3 g. and k. from DI-MGMT-80227 and include the following additional information in the report.

- g. Total funding by CLIN
- r. Costs reported by CLIN
- s. Description of services performed
- t. Field Technical Representative (if applicable)
- u. Person hours reported by individuals name and the hourly pay rate of the individual
- v. Budget at completion
- w. Budget over/under if hours continue to be expended at current rate

b. BLOCKS 12/13. The report shall be sent electronically to the COR no later than the 15th of each month.

-
- 1. DATA ITEM NO.: A002
 - 2. TITLE OF DATA ITEM: Scientific and Technical Reports Summary
 - 3. SUBTITLE: Technical Reports
 - 4. AUTHORITY: DI-MISC-80048, See Block 16(a)

- 5. CONTRACT REFERENCE: 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.2.6, 5.3.1, 5.3.2, 5.4.1, 5.4.2 and 7.3
- 6. REQUIRING OFFICE: Robotics Systems Joint Project Office (RSJPO)
- 7. DD250 REQ: NO
- 8. APP CODE: NA
- 9. DIST. STATEMENT REQUIRED: C, See Block 16(b)
- 10. FREQUENCY: See Block 16(c)
- 11. AS OF DATE: N/A
- 12. DATE OF FIRST SUB: See Block 16(c)
- 13. DATE OF SUBS.SUB: See Block 16(c)
- 14. DISTRIBUTION

A. ADDRESSEES

FTR:

COR:

B. COPIES DRAFT: 0 FINAL: 1

15. TOTAL: 1

16. REMARKS:

a. Block 4: The Contractor shall submit all deliverables in electronic format unless otherwise identified by the COR or FTR and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.

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 C, 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:

INTERM 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 SFAE-GCS-RS (MS 266), Warren, MI 48397-5000.

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. BLOCKS 10/12/13. Technical reports shall be submitted to the FTR and COR no later than seven business (7) days after generation unless otherwise identified in the PWS or identified by the cross-functional IPT(s).

-
- 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(a)
 - 5. CONTRACT REFERENCE: 1.6.8, 5.1.1, 5.1.2, 5.2.1, 5.2.4, 5.2.5, 5.3.2, 5.3.3, 5.5, and 7.3
 - 6. REQUIRING OFFICE: Robotics Systems Joint Project Office (RSJPO)
 - 7. DD250 REQ: NO
 - 8. APP CODE: NA
 - 9. DIST. STATEMENT REQUIRED: C, See Block 16(b)
 - 10. FREQUENCY: See Block 16(c)
 - 11. AS OF DATE: N/A
 - 12. DATE OF FIRST SUB: See Block 16(c)
 - 13. DATE OF SUBS.SUB: See Block 16(c)
 - 14. DISTRIBUTION

A. ADDRESSEES

FTR:

COR:

B. COPIES DRAFT: 0 FINAL: 1

15. TOTAL: 1
16. REMARKS:

a. Block 4: The Contractor shall submit all deliverables in electronic format unless otherwise identified by the COR and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.

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 C, 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:

INTERM 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 SFAE-GCS-RS (MS 266), Warren, MI 48397-5000.

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. BLOCKS 10/12/13. Meeting Minutes shall be submitted to the COR no later than seven (7) business days after meeting occurrence.

-
1. DATA ITEM NO.: A004
 2. TITLE OF DATA ITEM: Presentation Material
 3. SUBTITLE:
 4. AUTHORITY: DI-ADMN-81373, See Block 16(a)
 5. CONTRACT REFERENCE: 5.1.2, 5.1.3, 5.1.5, 5.2.4, 5.3.1, 5.3.2, 5.4.1, 5.5 and 7.3
 6. REQUIRING OFFICE: Robotics Systems Joint Project Office (RSJPO)
 7. DD250 REQ: NO
 8. APP CODE: NA
 9. DIST. STATEMENT REQUIRED: C, See Block 16(b)
 10. FREQUENCY: See Block 16(c)
 11. AS OF DATE: N/A
 12. DATE OF FIRST SUB: See Block 16(c)
 13. DATE OF SUBS.SUB: See Block 16(d)
 14. DISTRIBUTION

A. ADDRESSEES

FTR:

COR:

B. COPIES DRAFT: 1 FINAL: 1

15. TOTAL: 2
16. REMARKS:

a. Block 4: The Contractor shall submit all deliverables in electronic format unless otherwise identified by the COR and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.

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 C, 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:

INTERM 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 SFAE-GCS-RS (MS 266), Warren, MI 48397-5000.

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. Block 10/12: Draft due one (1) calendar week prior to the scheduled meeting for Government review and comment.

d. Block 13: Final shall be submitted to the FTR and the COR no later than one (1) business day prior to the start of the meeting.

-
1. DATA ITEM NO.: A005
 2. TITLE OF DATA ITEM: Quality Control System Requirements
 3. SUBTITLE: Quality Control Plan
 4. AUTHORITY: FED-STD-368A
 5. CONTRACT REFERENCE: 1.6.1, 1.6.7, and 7.3
 6. REQUIRING OFFICE: Robotics Systems Joint Project Office (RSJPO)
 7. DD250 REQ:
 8. APP CODE: Y
 9. DIST. STATEMENT REQUIRED: A
 10. FREQUENCY: ONCE
 11. AS OF DATE: N/A
 12. DATE OF FIRST SUB: 7 days after Award
 13. DATE OF SUBS.SUB: 7 days after Government Comment/Approval

 14. DISTRIBUTION
 - A. ADDRESSEES:
 - COR:
 - Contract Specialist:
 - B. COPIES DRAFT: 1 FINAL: 1

 15. TOTAL: 2
 16. REMARKS:

a. Block 4: The Contractor shall submit all deliverables in electronic format and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.

b. Block 10/12/13: Submit draft for Government approval 7 business days after Task Order award. Government will comment for revision or approve for final submission within 30 business days after receipt. If revision of the QCP is required, the QCP shall be revised and resubmitted for review within seven (7) business days of receipt of comments. After acceptance of the QCP by the Government, the contractor shall receive acceptance in writing.

-
1. DATA ITEM NO.: A006
 2. TITLE OF DATA ITEM: Conference Agenda
 3. SUBTITLE: Meeting Agenda
 4. AUTHORITY: DI-ADMN-81249A, See Block 16(a)
 5. CONTRACT REFERENCE: 1.6.8, 5.5, and 7.3
 6. REQUIRING OFFICE: Robotics Systems Joint Project Office (RSJPO)
 7. DD250 REQ: NO
 8. APP CODE: NA
 9. DIST. STATEMENT REQUIRED: A
 10. FREQUENCY: See Block 16(b)
 11. AS OF DATE: N/A
 12. DATE OF FIRST SUB: 5 days after Award
 13. DATE OF SUBS.SUB: 2 days after Government Comment/Approval

14. DISTRIBUTIONA. ADDRESSEES:

COR:

B. COPIES DRAFT: 1 FINAL: 1

15. TOTAL: 2

16. REMARKS:

a. Block 4: The Contractor shall submit all deliverables in electronic format and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.

b. Block 10/12/13: The contractor shall supply an agenda to the COR five (5) calendar days prior to the scheduled start of the Start of Work Meeting or Program Review for Government review and comment. A final agenda shall be submitted to the COR no later than 2 calendar days prior to the start of work meeting. The contractor shall prepare and submit to the COR summary/minutes of the start of work meeting within seven (7) calendar days after the start of work meeting IAW CDRL A003.

-
1. DATA ITEM NO.: A007
 2. TITLE OF DATA ITEM: Report
 3. SUBTITLE: Travel Report
 4. AUTHORITY: DI-ADMN-81505, See Block 16(a)
 5. CONTRACT REFERENCE: 1.6.12 and 7.3
 6. REQUIRING OFFICE: Robotics Systems Joint Project Office (RSJPO)
 7. DD250 REQ: NO
 8. APP CODE: NA
 9. DIST. STATEMENT REQUIRED: A
 10. FREQUENCY: See Block 16(b)
 11. AS OF DATE: N/A
 12. DATE OF FIRST SUB: See Block 16(b)
 13. DATE OF SUBS.SUB: See Block 16(b)
 14. DISTRIBUTION

A. ADDRESSEES

FTR:

COR:

B. COPIES DRAFT: 0 FINAL: 1

15. TOTAL: 1

16. REMARKS:

a. The Contractor shall submit all deliverables in electronic format unless otherwise identified by the COR and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.

b. BLOCKS 10/12/13: Within seven (7) calendar days from return from travel, the Contractor shall submit a travel report to the FTR, or COR if no FTR has been appointed, summarizing the trip, including the purpose, discussions, resolutions, actions, and the cost of the trip.

The Government COR must authorize all travel in advance. There will be no reimbursement for local travel in and around Contractors place of performance (within 50 mile radius). The contractor shall provide a written verification, prior to travel, that funds are available on the travel CLIN to complete the travel. Contractor shall use the lowest available airfare and accommodations available during normal business hours. Reimbursement for lodging and incidental expenses will be considered reasonable and allowable to the extent the costs does not exceed the rates allowed by the Joint Travel Regulation. In the event a hotels daily rate is above the allowed per diem rate, the Contractor shall request approval to submit actual expenses from the COR prior to traveling.

-
1. DATA ITEM NO.: A008
 2. TITLE OF DATA ITEM: Briefing Material
 3. SUBTITLE: Status Report
 4. AUTHORITY: DI-MGMT-81605, See Block 16(a)
 5. CONTRACT REFERENCE: 5.2.2, 5.3.2, and 7.3
 6. REQUIRING OFFICE: RSJPO
 7. DD250 REQ: LT

- 8. APP CODE: N/A
- 9. DIST. STATEMENT: N/A
- 10. FREQUENCY: ASREQ
- 11. AS OF DATE: N/A
- 12. DATE OF FIRST SUB: See Block 16(b)
- 13. DATE OF SUBS: See Block 16(b)
- 14. DISTRIBUTION: See Block 16(c)
- 15. TOTAL: See Block 16(c)

16. REMARKS:

- a. Block 4. The Contractor shall submit all deliverables in electronic format unless otherwise identified by the COR or FTR and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.
- b. Block 12/13: OCONUS: Daily.
- c. Block 14/15. The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>
<Name>, OIC, <email>

-
- 1. DATA ITEM NO.: A009
 - 2. TITLE OF DATA ITEM: Quality Assurance Checklist
 - 3. SUBTITLE: N/A
 - 4. AUTHORITY: DI-ADMN-80925, See Block 16
 - 5. CONTRACT REFERENCE: PWS Paragraphs 5.2.4.2, 5.3.2 and 7.3
 - 6. REQUIRING OFFICE: RSJPO
 - 7. DD250 REQ: LT
 - 8. APP CODE: N/A
 - 9. DIST. STATEMENT: N/A
 - 10. FREQUENCY: ASREQ
 - 11. AS OF DATE: N/A
 - 12. DATE OF FIRST SUB: See Block 16(b)
 - 13. DATE OF SUBS: See Block 16(b)
 - 14. DISTRIBUTION: See Block 16(c)
 - 15. TOTAL: See Block 16(c)

16. REMARKS:

- a. Block 4. Contractor shall utilize Government provided Quality Assurance Checklists.
- b. Block 12/13: The Contractor shall complete the Quality Assurance Checklist and submit within one business day of inspection completion.
- c. Block 14/15. The Contractor shall deliver the completed Quality Assurance Checklist to the FTR.

-
- 1. DATA ITEM NO.: A010
 - 2. TITLE OF DATA ITEM: Revisions to Existing Government Documents
 - 3. SUBTITLE: N/A
 - 4. AUTHORITY: DI-MGMT-80925, See Block 16(a)
 - 5. CONTRACT REFERENCE: 5.1.1, 5.3.1, 5.3.2, and 7.3
 - 6. REQUIRING OFFICE: RSJPO
 - 7. DD250 REQ: LT
 - 8. APP CODE: N/A
 - 9. DIST. STATEMENT: C, See Block 16(b)
 - 10. FREQUENCY: ASREQ
 - 11. AS OF DATE: N/A
 - 12. DATE OF FIRST SUB: See Block 16(c)
 - 13. DATE OF SUBS: See Block 16(c)
 - 14. DISTRIBUTION: See Block 16(d)

15. TOTAL: See Block 16(d)

16. REMARKS:

a. Block 4: The Contractor shall submit all deliverables in electronic format unless otherwise identified by the COR or FTR and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.

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 C, 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:

INTERM 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 SFAE-GCS-RS (MS 266), Warren, MI 48397-5000.

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. Block 12/13: Revisions shall be completed within seven (7) business days of task initiation.

d. Block 14/15. The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>

-
1. DATA ITEM NO.: A011
 2. TITLE OF DATA ITEM: Phase-In Transition Plan
 3. SUBTITLE: N/A
 4. AUTHORITY: DI-MGMT-81945, See Block 16(a)
 5. CONTRACT REFERENCE: 1.6.17.1.1 and 7.3
 6. REQUIRING OFFICE: RSJPO
 7. DD250 REQ: LT
 8. APP CODE: Y
 9. DIST. STATEMENT: C, See Block 16(b)
 10. FREQUENCY: ASREQ
 11. AS OF DATE: N/A
 12. DATE OF FIRST SUB: See Block 16(c)
 13. DATE OF SUBS: See Block 16(c)
 14. DISTRIBUTION: See Block 16(d)
 15. TOTAL: See Block 16(d)

16. REMARKS:

a. Block 4: Contractor format. The plan shall describe the steps the contractor will take and the processes it will use in order to be prepared to assume the complete responsibility for performance of the services cited in Part 5 of the PWS at the end of the Phase-In period. These procedures shall include a detailed milestone chart and narrative describing the chronological sequence of events that will be accomplished during phase-in. The Contractor shall submit all deliverables in electronic format unless otherwise identified by the COR or FTR and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.

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 C, 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:

INTERM 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 SFAE-GCS-RS (MS 266), Warren, MI 48397-5000.

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. Block 12/13: The Contractor shall submit the plan within ten (10) days of task order award.

d. Block 14/15. The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>

<Name>, Contracting Officer, <email>

<Name>, Administrative Contracting Officer, <email>

-
1. DATA ITEM NO.: A012
 2. TITLE OF DATA ITEM: Phase-Out Transition Plan
 3. SUBTITLE: N/A
 4. AUTHORITY: DI-MGMT-81945, See Block 16(a)
 5. CONTRACT REFERENCE: 1.6.17.2 and 7.3
 6. REQUIRING OFFICE: RSJPO
 7. DD250 REQ: LT
 8. APP CODE: Y
 9. DIST. STATEMENT: C, See Block 16(b)
 10. FREQUENCY: ASREQ
 11. AS OF DATE: N/A
 12. DATE OF FIRST SUB: See Block 16(c)
 13. DATE OF SUBS: See Block 16(c)
 14. DISTRIBUTION: See Block 16(d)
 15. TOTAL: See Block 16(d)

16. REMARKS:

a. Block 4: The Contractor shall submit all deliverables in electronic format unless otherwise identified by the COR or FTR and they shall be in Microsoft 2007 Products or Adobe PDF compatible file format.

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 C, 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:

INTERM 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 SFAE-GCS-RS (MS 266), Warren, MI 48397-5000.

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. Block 12/13: Sixty calendar days prior to end of task order period of performance. Updates to the plan shall be submitted within one (1) business day of plan update. The Government shall have ten (10) business days to approve or reject the plan or five (5) business days to approve or reject any revision to the plan.

d. Block 14/15. The Contractor shall electronically deliver one final, reproducible copy to the following person(s):

<Name>, Contracting Officers Representative, <email>

<Name>, Contracting Officer, <email>

<Name>, Administrative Contracting Officer, <email>

PIIN/SIN W56HZV-14-R-0031

MOD/AMD

ATT/EXH ID Attachment 0012

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The ERS Prime Proposal Summary File - Robotics (Attachment 0012) is provided as a Microsoft Excel Workbook and can be accessed at:
<https://contracting.tacom.army.mil/services/S3/S3.htm>

PIIN/SIN W56HZV-14-R-0031

MOD/AMD

ATT/EXH ID Attachment 0013

PAGE 1

The Robotics DD 254 (Attachment 0013) is provided as a PDF and can be accessed at: <https://contracting.tacom.army.mil/services/S3/S3.htm>

The Robotics Wage Determinations (Attachment 0014) is provided as a PDF and can be accessed at:
<https://contracting.tacom.army.mil/services/S3/S3.htm>