

# ORDERING GUIDE



Maneuver Center of Excellence  
(MCoE)

Training and Support Services  
Multiple Award

Indefinite Delivery/Indefinite Quantity

Implemented by:

Mission and Installation Contracting Command (MICC)  
MCO Office – Fort Bragg  
Fort Bragg, North Carolina

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## CHAPTER 1 GENERAL INFORMATION

### A. Overview:

1. The objective of the Maneuver Center of Excellence (MCoE) Training & Support Service contracts is to acquire performance based services to develop and produce training strategies, doctrine, concepts, instruction and products for the current and future force. The contracts are structured for maximum flexibility in providing for an expedited ordering process in order to satisfy the needs of customers. Approval shall be received from the assigned Contracting Officer for using these contract(s) by entities other than MCoE. Specific requirements and standards of performance must be provided in each task order.

2. MCoE Training & Support Services was solicited in two Suites, Suite 1-Restricted Suite and Suite 2-Unrestricted Suite. (See paragraph G below)

3. The scope of the MCoE Training & Support Services contracts are separated into seven (7) broad task areas that define services that may be required by the MCoE and customers throughout the Training and Doctrine Command, U.S. Army and Department of Defense (DoD) as delineated in paragraph D below.

B. Purpose: The MCoE Training & Support Services Ordering Guide contains the information needed to properly use the MCoE Training & Support Services Multiple Award Indefinite Delivery Indefinite Quantity (MAIDIQ) contracts to make Task Order awards for individual requirements that may arise during the life of the contract. The Ordering Guide also describes the steps for preparing a requirements package, the roles and responsibilities for managing the MCoE Training & Support Service Task Orders, and guidance, oversight and review and approval procedures.

C. Applicability: The MCoE Ordering Guide is applicable to all organizations delegated authority to award and administer task orders against the MCoE Support MAIDIQ contracts. (Refer to Paragraph I, Authority to Place Task Orders for delegation authority.)

### D. Scope:

(1) This is a non-personnel services contract to provide support services for the United States Army Maneuver Center of Excellence in its mission to develop training strategies, doctrine, capabilities, analysis, and instruction and products for current and future forces. The MCoE Training and Support Services MAIDIQ contracts require contractor knowledge, expertise and services to support Department of the Army (DA) and Department of Defense (DoD) Agency initiatives for the Maneuver Force in the following seven (7) Task Areas:

- Task Area 1: General Technical and Analytical Support
- Task Area 2: Training Development Support
- Task Area 3: Doctrine Development Support
- Task Area 4: Capability Development Support
- Task Area 5: Training Instruction Support
- Task Area 6: Simulations and Analysis Support
- Task Area 7: Support Services

(2) MCOE SUPPORT provides qualified personnel, certified instructors, materials, facilities, travel and other services necessary to provide support services in the following task areas. Services may be required in CONUS or OCONUS locations. Specific requirements and standards of performance will be provided in each Task Order. For the purposes of this MAIDIQ, OCONUS locations includes Hawaii, Alaska, Germany, Italy, and territories of the United States. At no time shall the Contractor be required to travel to high-risk OCONUS locations.

Task Area 1: General Technical and Analytical Support: Task orders requiring work in this area will call for the completion of single-issue studies requiring the performance of Doctrine, Organization, Training, Material, Leadership, Personnel, and Facilities (DOTMLPF) analysis for resolution. These studies are normally short-term, requiring completion in 1-2 years, culminating in a final report that may be the basis for issuance of a task order in one or more of the other areas of this MAIDIQ. Task orders issued in the task area include: analysis prior to in-depth work (such as feasibility studies); research within a specific area (material field testing prior to/coincidental to deployment); surveys/analytic summaries of combat or field feedback; ad hoc studies (i.e., the conversion of PowerPoint in classroom instruction); directed surge requirements in support of the Army Learning Concept (ALC) 2015, the Integrated Training Environment (ITE), Battle Command, or Robotics technologies; and other similar support of a short-term nature.

Task Area 2: Training Development Support: This effort may originate with the Directorate of Training and Doctrine Development (DOTD) when working issues in support of the MCoE. Task orders requiring work in this area will generally require research and writing resulting in revisions to existing Maneuver Force, DoD, or DA training documents and materials (e.g., Programs of Instruction (POIs), graphic training aids, classroom reference materials, and Training Aids, Devices, Simulators, and Simulations (TADSS)). The primary product will be a Program of Instruction (POI). A POI is revised when: there are significant changes projected in training strategy and course content; over 30% of the course lessons require revision and/or resources are affected; or there are changes in POI data fields and/or other course resource requirements. In some cases, the work will result in new materials, institutional or unit training support packages, or programs of instruction developed or revised in accordance with (IAW) TRADOC Regulation 350-70, or the successor regulation. In some cases, the work shall result in new Combined Arms Training Strategy (CATS) or related publications. [CATS is the Army's overarching strategy for current and future training of the force. Its basis is a series of branch proponent, unit and institutional strategies describing training events, frequencies and resources required to train to standard. These strategies describe how the Army will train the total force to standard in the institutions and unit through self-development.] The MCoE is currently responsible for 181 POIs, each of which is scheduled for review every two years.

Task Area 3: Doctrine Development Support: This effort may originate with the DOTD when working issues in support of the MCoE. Task orders requiring work in this area will require the conduct of research and analysis conducted for the purpose of revising and updating maneuver doctrine and writing revisions to existing MCoE, DOD, or DA documents and manuals concerning doctrine, based on the results of such research and analysis. The MCoE is the proponent for 115 doctrinal publications, each of which is scheduled for review every two years. Accordingly, task orders issued in this area will potentially encompass efforts associated with the review and revision of anywhere from one to all 115 publications. Such effort will include the collection and analysis of lessons learned from Army operations, the identification of trends, review capstone doctrinal publications to identify doctrinal disconnects, and the identification of emerging technologies that may impact on the conduct of combined arms full spectrum operations. Task functions include, but are not limited to: (1) Assisting TRADOC's Combined

Arms Center (CAC) in the writing, coordination, integration, and review of selected key (Joint critical) Army doctrine; (2) Reviewing capstone and keystone and other Joint critical Army doctrine to ensure proper linkages to Joint doctrine; (3) Identifying Joint critical Army manuals by publication to avoid duplication of effort with Combined Arms Doctrine Directorate (CADD), CAC and other branch proponent DOTDs; and, (4) Participating in key Army working groups, doctrine working groups and meetings, symposiums, and councils that impact Joint critical Army doctrine implications.

*Task Area 4 Capability Development Support:* This effort may originate with the Capabilities Development and Integration Directorate (CDID) when working issues in support of the MCoE and TRADOC Regulation 71-20. Task orders requiring work in this area will require: conduct of research, design, development, review, and revision of organizational design/structures, including personnel and major equipment item requirements for MCoE proponent units; equipment acquisition support (i.e., pre-Milestone A documentation) for developmental and non-developmental items; identification of materiel requirements and completion of acquisition, technical, and logistical requirements for Post-Rapid Field Initiative (RFI) items, as well as proposed resolution for engineering, manpower integration and system safety issues; support for program management functions (i.e., modifications to approved programs of record in Soldier equipment or ammunition) for programs managed by the MCoE; and the development of future operational capabilities and requirements in accordance with the Joint Capabilities Integration and Development System (JCIDS) (CJCSI 3170.01F, dated 1 May 07) with updates. Capability Development hinges on the JCIDS process (see also TRADOC Regulation 71-20):

a) Concepts feed the JCIDS. Concepts illustrate how forces will operate, describe the capabilities required to carry out a range of military operations against adversaries in the expected joint operational environment (JOE), and how a commander, using military art and science, might employ these capabilities to achieve desired effects and objectives. They are the foundation for future requirements determination efforts. Concepts consist of future capabilities descriptions within a proposed structure of military operations for a period of 10-20 years in the future. Each concept describes problems to solve, the components of potential solutions, and how those components work together to solve the problems.

b) Experiments explore innovative methods of operating to assess their feasibility, evaluate their utility, or determine their limits to reduce risk in current operations and future development efforts. Experimentation identifies and verifies acceptable solutions for required changes in DOTMLPF to achieve significant advances in force capabilities. Experiments aid in validating the feasibility and utility of future requirements determination efforts. Concept development and prototype experiments help refine capabilities development and reduce risk to warfighters by providing credible analytical underpinnings to support decision making for force development. Experimentation applies structured assessment procedures to substantiate the effects of proposed warfighting capabilities using discovery, hypothesis-testing, and demonstration approaches as appropriate.

c) Requirements determination assesses required capabilities to identify gaps and develop DOTMLPF RIO solutions to resolve or mitigate gaps with unacceptable risk. It consists of determining, prioritizing, and documenting changes in DOTMLPF, as well as supporting analysis. These new requirements are the result of JCIDS capabilities-based assessments (CBAs), operational needs statements (ONS), operational lessons learned, and senior leader decisions to accelerate the fielding of future capabilities to the force. Initial capabilities documents (ICDs); capability development documents (CDDs); capability production documents (CPDs); joint DOTMLPF change recommendations (DCRs); and Army DOTMLPF integrated capabilities recommendations (DICRs) formally document these new requirements.

This Task Area will normally require the Contractor to provide expertise and support to conduct a Functional Area Analysis (FAA) to identify operational tasks, conditions, and standards (TC\S) related to the capability under consideration; to assist the Army Study Team as they work with subject matter experts (SMEs) to identify and define TC\S; to provide expertise and support to conduct a Functional Needs Analysis (FNA) to assess the ability of current and programmed systems under consideration to achieve the standards defined in the FAA by providing quantitative evidence of a system's ability/inability to meet standard; to provide expertise and support to conduct a Functional Solution Analysis (FSA) identifying and documenting DOTMLPF change recommendations, identifying and documenting materiel approaches to gaps recognized as requiring materiel solution, and documenting the Analysis of Materiel Approaches (AMA) readiness and ability to fill capability gap based on SME input. These efforts will normally result in a Capabilities-based Assessment final report.

*Task Area 5: Training Instruction Support:* It is expected that the MCoE Schools will require contractor subject matter experts in the development and presentation of instruction for selected resident courses and Mobile Training Teams (MTT) CONUS and/or OCONUS.. Conduct of instruction shall generally be in support of the Officer Education System (OES), the Non-Commissioned Officer Education System (NCOES), Initial Entry Training (IET), and specialized training requirements or to assist in the training of new systems. Work will require instruction in a variety of settings (classroom, laboratory, seminar, conference, discussion, lecture, demonstration, computer-assisted instruction, field/bleacher), and shall be accomplished IAW TRADOC Regulation 350-70, or its successor regulation. Work may also require the Contractor to collect and/or analyze lessons learned, identify trends, review capstone doctrinal publications to identify doctrinal disconnects, and identify emerging technologies that may impact on the conduct of training. The Contractor shall provide small group instruction (no more than 16 students per instructor) and large group instruction (up to 160 students), depending on the requirements of the specific POI. Course schedules, locations, scope, target audience, class size, and special information are searchable at the Army Training Requirements and Resources System (ATRRS) website: <https://www.atrrs.army.mil/atrrscc/search.aspx> Courses listed under school codes 071, 171B, 698, and 809 are potential candidates for task orders.

A typical task order issued in this area will require the Contractor to: prepare classroom or training areas and pick-up and return training devices as needed; perform operator maintenance on training aids and/or equipment; train to standard as it conducts classroom / laboratory / seminar / conference / discussion / lecture / demonstration / practical exercise per class training schedule; assist in conducting and assessing student critiques to identify strengths, weaknesses, and actions to improve performance; schedule and conduct remedial training and student retests; maintain and update a class status chart and logs reflecting number of students

in training and class progression; review and summarize student course critique, schedule remedial training as needed; conduct academic counseling, assist in grading written tests, assist in grading results performance tests, review and grade homework projects, and assist in the preparation of student written evaluation upon student graduation; for certain courses, assist in the execution during live fire exercises and course field-training exercises; review student news releases; review a student's record for progression; make entries on student record of training form; complete Training Quality Reports; complete reports on students identified as receiving deficient training; and, prepare and forward required documentation on student release prior to graduation.

*Task Area 6: Simulations and Analysis Support:* Simulation and analysis tasks generally require contractor subject matter expertise for the MCoE and Proponent Schools in the set-up, conduct, execution, and documentation of live, constructive, and virtual (LVC) simulation exercises and analytical studies, using the Integrated Training Environment (ITE), which links a combination of: selected training aids (LVC), devices, simulators and simulations (TADSS); infrastructure; Battle Command (BC) systems; and a training scenario framework. The Contractor shall assist with simulation events (i.e., experiments, tests, studies, or demonstrations of equipment or concepts), and for each event, provide plans, coordination, and reports supporting the event. Depending on the complexity of the event, this includes, but is not limited to: Model and Simulation Support Plans (including Simulation Architecture and operational views (OVs), system views (SVs), experiment Interface Control Documents, and a task organization and entity reference); Technical and Modeling and Simulation Milestones and schedules; experiment Integration Plans; experiment Validation Plans; experimentation Training Plans; Communications Architecture experiment Weapon, Sensor, Munition List (WSML) Data Requests; coordination with the Army Materiel Systems Analysis Activity (AMSAA) for required data products; Experiment Directives; Analysis Plans including Data Collection Management Plans (DCMPs); manning requirements; Event Design Documents; operational scenarios for the experiment; surveys to be administered during the conduct of the experiment; experiment schedule, milestones and event Battle Rhythm; planning conferences (Initial, Mid, and Final) and In-Process Reviews. Simulation support involving equipment with proprietary rights and/or serviced by other contract vehicles (i.e., PEO STRI) will not be included in this requirement.

*Task Area 7: Support Services:* Support Services tasks generally will require the performance of Support Services in administrative and clerical tasks associated with in/out-processing, student recordkeeping, file maintenance (either in hard copy or digital), and similar activities, and/or technical and graphic editing tasks. Such work may be ordered in conjunction with and in support of task orders of this IDIQ contract, or may be ordered as a stand-alone requirement.

E. **Ordering Period:** The MCoE Training & Support Services MAIDIQ provides for the following ordering periods:

BASE YEAR:	1 October 2011 through 30 September 2012
OPTION YEAR 1:	1 October 2012 through 30 September 2013
OPTION YEAR 2:	1 October 2013 through 30 September 2014
OPTION YEAR 3:	1 October 2014 through 30 September 2015
OPTION YEAR 4:	1 October 2015 through 30 September 2016

**F. Period of Performance for Task Orders:** Performance under task orders or associated options may extend beyond the ordering periods below. However, a task order **may not** have a period of performance that extends beyond 60 months from the expiration of the MAIDIQ contract vehicle.

**G. Program Ceiling:** The MCoE Training & Support Services MAIDIQ contracts have a collective ceiling of \$458 million that will be measured over the contract life against all task orders awarded both, under Suite 1 and Suite 2 over the entire base plus each exercised optional ordering periods. Prior to the initiation of a task order, ordering activities shall contact the Administrative Contracting Officer (ACO) to verify remaining ceiling capacity. (See Attachment 4)

**H. Suites:** All Task Orders covering a single primary Task Area out of Task Area 2 and/or Task Area 5, or a combination thereof, will be solicited and awarded under Suite 1. Any task order including Task Areas 1, 3, 4, 6, and 7 will be competed under Suite 2, Unrestricted Full and Open Competition, regardless of whether the task order also includes tasks under Task Area 2, Task Area 5, or a combination thereof.

**I. Authority to Place Task Orders:**

(1) All contracting organizations under the command of the MICC are herewith delegated authority to award and administer task orders under the MCoE Training & Support Services MAIDIQ contracts. MICC Task Order Contracting Officers (TOCO) must request and obtain confirmed ceiling allotment from the MCoE Administrative Contracting Officer (ACO) prior to commencing procurement under this IDIQ. This request may be done via email to the ACO.

(2) Additional DoD offices may be granted ordering authority to issue task orders if necessary to execute mission requirements to support the MCoE program. Request for delegations will be forwarded to the ACO on the Delegation of Contract Authority (DCA) Request Form provided in Attachment 4. Prior to delegating ordering authority to other organizations, the ACO will review the requirement to ensure:

- (a) the requirement is within the scope of the MCoE Support ID/IQ;
- (b) the draft strategy contemplated by the agency is commensurate with the objectives, threshold, and business rules of the contract; and
- (c) the agency agrees to make its records available for review upon request.

(3) All task orders are to be awarded on a DD Form 1155 (Order for Supplies and Services). The Task Order award number will include be the awardees' base contract number from MCoE Training & Support Services MAIDIQ. Prior to awarding a Task Order, each TOCO that has been granted authority to use this MAIDIQ must contact the ACO to report the total dollar amount of each task order award, and request a 4 digit log number to be assigned to that award. Task orders will be issued in accordance with the "Uniform Procurement Instrument Identification Numbers" (DFARS 204.7003 \*(iv) Indefinite Delivery contracts-D).

(4) The requiring office shall follow the policies and procedures in the Federal Acquisition Regulation (FAR) 16.505 (b), MCOE Ordering Guide, PWS, and the Terms and Conditions of the MAIDIQ Contract when soliciting, awarding, and administering TO'S under this MAIDIQ.

J. **Fee for Use**: There is no fee for the use of the contract by any activity or agency delegated authority to solicit, award and administer TOs under this contract. The TOCO shall follow the policies and procedures in the Federal Acquisition Regulation (FAR) 16.505 (b), MCoE Ordering Guide, PWS, and the Terms and Conditions of the Multiple Award ID/IQ Contract when soliciting, awarding, and administering TOs under this contract. This does not prohibit the negotiation of service fees by ordering offices as reimbursement for their services IAW law and regulations, when this contract is used as a means of satisfying their client's requirements.

K. **Prime Contractors**: The MCoE Training & Support Services MAIDIQprime Contractors are as follows:

**Suite 1 (100% Small Business)**

- ✓ Anautics, Inc.
- ✓ Charles F. Day & Associates, LLC
- ✓ Paramount Solutions, Inc.
- ✓ Potawatomi Training, LLC.
- ✓ The Talmadge Group, Inc.
- ✓ Totalis Consulting Group, Inc.
- ✓ Yorktown Systems Group, Inc.

**Suite 2 (Full & Open)**

- ✓ Booz Allen Hamilton, Inc.
- ✓ Cubic Applications, Inc.
- ✓ L-3 Services, Inc. MPRI Division
- ✓ Northrop Grumman Technical Services, Inc.
- ✓ RLM Communications, Inc.
- ✓ Science Applications International Corporation (SAIC)
- ✓ Serco, Inc.

All Contractors are technically qualified and have satisfied the full competitive and past performance requirements of the basic MCoE Training & Support Services MAIDIQ award process. Additionally, at the time of award of the master contract, the MCoE Training and Support Services MAIDIQ prime Contractors listed under the Suite 1 were classified as small business concerns.

## CHAPTER 2 ROLES AND RESPONSIBILITIES

A. **Administrative Contracting Officer (ACO)**: The Administrative Contracting Officer, located within the MICC, is responsible for the administration of the MCoE Training & Support Services MAIDIQ master contracts and the following:

- Serving as point of contact for MCoE customers;
- Providing information regarding the services available under the contracts;
- Providing the administrative procedures for placing orders, contract administration and issuing contract modifications to the master contracts;
- Establishing and maintaining central contract files and databases, as appropriate;
- Monitoring the MCoE Training & Support Services MAIDIQ ceiling;
- Reviewing and approving requests for Delegation of Contract Authority;
- Gathering semi-annual usage data from the field and reporting to the Deputy Assistant Secretary of the Army Policy and Procurement (DASA P&P);
- Tracking and reporting program level metrics;
- Ensuring the task order requirements are within the MCoE SUPPORT contract scope;

B. **Mission and Installation Contracting Command (MICC), Principal Assistant Responsible for Contracting (PARC)**: The MICC PARC is responsible for review and approval, overall guidance and oversight of all task orders and procedures in accordance with acquisition regulations and the designated thresholds as outlined in Chapter 5, Paragraph A, of this Ordering Guide. The PARC's Office is responsible for the following:

- Contracting authority and agency lead;
- Reviewing, processing and providing approvals and guidance for task orders in accordance with review and approval procedures;
- Simplifying, standardizing and streamlining the process;
- Analyzing the adequacy of tools and training;
- Sharing lessons learned;
- Disseminating ACC and MICC Policy;
- Ensuring competition

C. **Task Order Ombudsman**: The ombudsman is a senior agency official at the MICC PARC staff who is independent of the ACO. The Ombudsman is delegated authority to:

- Review concerns and complaints from contractors;
- Ensure contractors are afforded a fair opportunity to be considered;
- Render responses to concerns and complaints from contractors;
- Require the ACO to take corrective action, which may result in re-competition of the task order, if fair opportunity was not provided to all contractors;

The ombudsman represents an impartial authority outside of the task order-contracting office and has ultimate authority to review and adjudicate issues regarding task order awards under this contract.

**Note:** If the ACO does not agree with the Ombudsman, the matter will be decided by the MICC PARC.

**D. Task Order Contracting Officers:** The Task Order Contracting Officer is responsible for the following:

- Serving as the local contracting focal point for coordination and awarding task orders for their clients;
- Ensuring the task order requirements are within the MCoE Training & Support Services MAIDIQ contract scope;
- Authorize travel and overtime;
- Ensuring that the Contractor Manpower Reporting requirement is a part of the service acquisition requirements package and that the requirement is included in the PWS of the resultant task order;
- Ensuring that the requirement to monitor the Contractor's reporting of the required information obtained for the Contractor Manpower Reporting is included in the Contracting Officer's Representative appointment letter;
- Complying with the fair opportunity for consideration requirement and competing all task orders among the restricted or unrestricted suite MCoE Training & Support Services MAIDIQ Contractors;
- Ensuring that Quality Assurance Surveillance Plans and appropriate metrics are provided with each order request;
- Coordinating task order requests with the PARC or MICC points of contacts as required, and obtaining approvals prior to execution;
- Initiating a Contract Performance Assessment Report (CPAR), as required; and
- Submitting a semi-annual report to MICC regarding Contractor performance and ceiling usage.

**E. Task Order Contracting Officer's Representative (COR):** The Task Order Contracting Officer may delegate authority to a Contracting Officer's Representative. This authority is typically to:

- Define requirements;
- Accomplish day-to-day surveillance of Contractor performance;
- Prepare task order performance reports (to include award fee assessments);
- Ensure reporting under the Contractor Manpower Reports Application is loaded on the prescribed web sites in accordance with the terms of the basic contract and task order;
- Review invoices in comparison to actual performance accomplished;
- Interface/oversee other Task Monitors;
- Report directly to the MAIDIQ COR concerning daily administration matters; and
- Submit CPAR input annually.

The Task Order Contracting Officer should consider the nomination submitted by the requiring activity that identifies a Government employee who is technically qualified and trained to become COR. The COR nomination letter should outline the authority sought from the Contracting Officer and should indicate the time that will be allocated to perform COR duties. Task Order COR delegations should require CORs to ensure that the Contractor's performance is properly documented and that required reports are provided to the contracting activity for contract administration, monitoring purposes, and the official contract file.

**F: Prime Contractors:** The MCOE Support Prime Contractors are found in Attachment 1. The Prime Contractors are responsible for the following:

- Submitting Monthly Reports to the ACO that cover task orders and contract status and quality control as specified in the master contracts (Section H.6 of MAIDIQ contract);
- Submitting Annual Reports to the ACO that cover the assessment of the task order performance as specified in the master contracts (Section H.6 of MAIDIQ contract);
- Ensuring that performance, deliverables, and small business goals meet the requirements set forth in the master contracts and individual task orders. Performing work and providing the services in accordance with the terms and conditions of the task order and prescribed levels of quality control;
- Segregating cost data by task order and within each task order pursuant to the terms of the task order;
- Submitting a proposal in accordance with the request from the Ordering Office; and
- Collecting and reporting data for the Contractor Manpower Reporting.

## CHAPTER 3 THE REQUIREMENTS PROCESS AND PLACING ORDERS

A. **Acquisition Planning**: An Acquisition Strategy has been approved at the MAIDIQ contract level; therefore acquisition strategy documents are not required at the individual Task Order level. However, it is highly encouraged and recommended for Task Orders reviewed at the PARC level (>\$5.5 million) that an abbreviated Task Order acquisition strategy be developed. A template of a Task Order Acquisition Strategy for Task Orders in excess of \$5.5 million is provided at Attachment 2.

B. **Performance Base Work Statement (PWS)**: The PWS shall be performance-based, identify the customer's entire needs and address those needs with statements describing the required services in terms of output. The requirements should not be presented in such a manner that limits fair opportunity to compete for the task order and should not impose requirements that are not specifically required to ensure successful satisfaction of the task order requirements. The requirements should be stated in clear, concise, easily understood and measurable terms. Detailed procedures should not be included that dictate how the work is to be accomplished; rather, the requirements should allow the Contractor the latitude to work in a manner suited for innovation and creativity. At a minimum, the PWS should address the work to be performed, location of the work, period of performance, delivery schedule, applicable standards, acceptable criteria, and any special requirements (i.e., security clearances, travel, reports, unique or professional qualifications, special knowledge, etc). See FAR 37.6 for additional requirements for Performance-Based Contracting.

C. **Funding**: Funding shall be authorized at the task order level and shall be the type deemed appropriate for the services to be acquired. No unfunded task orders are authorized. Specifics regarding funding streams (e.g., full funding or partial/incremental funding) will be provided with each task order.

D. **Task Order Types**: The types of TOs that are authorized for use under this MAIDIQ vehicle are Firm Fixed Price (FFP) with reimbursable line items for Other Direct Cost, Time and Material (T&M), and/or Labor Hour (LH).

(1) The preferred TO type is FFP; however, in the event that it is not possible to accurately estimate the extent or the duration of the work to be performed with any reasonable degree of confidence, a determination may be made by the TOCO to use a T&M or LH TO type. T&M and LH TO types may be utilized at the discretion of the TOCO if properly justified, documented, and approved. FAR 16.601(d) provides that a time and materials contract may be used only if the Contracting Officer prepares a determination and findings (D&F) that no other contract type is suitable and the D&F is approved at the appropriate level. The same application and limitations apply to labor-hour contracts in accordance with FAR 16.602. Pursuant to FAR 16.601(d)(1)(ii), the HCA must approve the aforementioned D&F prior to the execution of the base period when the base period plus any option periods exceeds three years. Therefore, before a task order can be awarded, ordering offices shall prepare and have approved a D&F for Use of a Time and Material or Labor Hour task order.

(2) TOs may include award/incentive fee provisions if properly justified and approved at the TO level. TOs may be awarded as bilateral orders. In emergency situations or when a bilateral TO cannot otherwise be issued in a timely manner, the Government has the right to

issue unilateral TOs on an undefinitized basis. Any such undefinitized unilateral TO shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a “not to exceed” ceiling amount provided by the Government in the TO.

Task Order Contracting Officers are encouraged to review the limitations for use of other than fixed price contract types and to ensure adequate surveillance and contract administration is available to support the contract type selected. When selecting the contract type, consider the contract administration requirements and ensure the contract administration team is capable of executing required administration requirements.

**E. Security Requirements:**

(1) This MAIDIQ contract is not classified. However, it is anticipated that some TOs will require access to or generation of classified material. A general Contract Security Classification Specification (DD Form 254) has been included in this contract. Contractors shall conform to all security requirements as specified in each task order and as detailed in the DD Form 254 included with the task order. If a security clearance is required, interim coverage may be obtained from the Department of Defense. Surveillance of DD 254 requirements will be executed at the task order level. Internet site <http://www.classmgt.com> contains a complete booklet with instructions on how to prepare and submit a DD Form 254 to obtain security clearances of Secret or higher. If a security clearance is required, interim coverage may be obtained from the DoD. Surveillance of DD 254 requirements will be executed at the TO level.

**F. Fair Opportunity:** In accordance with FAR 16.505(b), Ordering, the Task Order Contracting Officer must provide each Prime Contractor a fair opportunity to be considered for each task order exceeding \$3,000, except as provided for at FAR 16.505(b)(2). Pursuant to DFARS 216.505-70, Orders Under Multiple Award Contracts, each order exceeding \$150,000 shall be placed on a competitive basis in accordance with paragraph DFARS 216.505-70(c), unless this requirement is waived on the basis of a justification that is prepared and approved in accordance with FAR 16.505(b)(2) and includes a written determination that—

(1) A statute expressly authorizes or requires that the purchase be made from a specified source; or,

(2) One of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order. Follow the procedures at PGI 216.505-70 if FAR 16.505(b)(2)(ii) or (iii) is deemed to apply.

Any Request for Task Order Proposal (RTOP) issued under Suite 1 will be competed among the members of Suite 1 only. Likewise, any RTOP under Suite 2 will be competed among the members of Suite 2 only. In the instance that Contractor's response(s) for RTOP under Suite 1, is deemed unacceptable, the action may be cancelled under Suite 1 and re-solicited under Suite 2. If the RTOP is re-issued under Suite 2, all Suite 1 firms who submitted an offer in response to the cancelled RTOP under Suite 1 will be provided fair opportunity for consideration for the RTOR re-competed under Suite 2.

The Task Order Contracting Officer shall:

- Provide a fair notice of the intent to make the purchase, including a description of the work the Contractor shall perform and the basis upon which the selection decision will be made to all Prime Contractors (to satisfy this requirement, the Ordering Office is allowed to provide an email to all Prime Contractors notifying them of the requirement and requesting a response if the Contractor is interested in submitting a proposal or quote);
- Afford all Prime Contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered;
- Consider price and cost under each order as one of the factors in the selection decision;
- Keep Contractor submission requirements to a minimum;
- Use streamlined procedures, including oral presentations; and
- Consider only past performance on earlier task orders under the master contracts, if available. Past performance considerations may include the Contractor's performance regarding quality, timeliness, business relations, and cost control.

The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 DO NOT APPLY to the ordering process.

G. **Ordering Procedures**: When ordering services over \$150,000, the Task Order Contracting Officer shall follow the policies and procedures in the DFARS 216.505-70, Orders under Multiple Award Contracts. The DFARS 216.505-70 procedures take precedence over all other ordering procedures.

H. **Guaranteed Minimum Order**: If the Government requires supplies and services covered by this contract in an amount less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

I. **Request for Task Order Proposal (RTOP)**: RTOPs or similar requests will be used by the Government when requesting responses to Task Order requirements. Oral requests may be issued when the requirements are urgent. The RTOP will include submission requirements, evaluation criteria, and other information specific to the requirement. The Contractor shall submit a Task Order Response (TOR) in response to RTOPs. The TOR shall include as a minimum the Contractor's approach to satisfying the Government requirements, OCI/OCI mitigation plan (*if required*), and price.

A RTOP (see sample at Attachment 2) request for quote or other communication tool should be prepared and issued for each task order requirement conveyed in writing. The RTOP and supporting documents should clearly define:

- The requirement (see Paragraph B, Performance Work Statement above);
- Anticipated task order type;
- Instructions for completing of submissions in response to the request and order placement procedures that will be employed;

- Additional clauses/provisions unique to the task order;
- Period of performance and CLIN structure instructions;
- The order placement procedures defining the method in which the task order award will be made; and
- The basis of award that will be used to select a Contractor, as well as criteria that will form the award decision.

The preferred contract type for task orders is firm-fixed price. In the event that it is not possible to accurately estimate the extent or the duration of the work to be performed with any reasonable degree of confidence, a determination may be made by the Task Order Contracting Officer to use a task order type more appropriate for the situation. Task Order Contracting Officers are encouraged to review the limitations for use of other than fixed price contract types and to ensure adequate surveillance and contract administration is available to support the contract type selected. When selecting the task order type, consider the contract administration requirements and ensure the contract administration team is capable of executing required administration requirements.

The Task Order Contracting Officers may exercise broad discretion in developing the most appropriate order placement procedures. Formal evaluation plans or scoring of quotes or offers are **NOT** appropriate for orders competed under the MCoE Training & Support Services MAIDIQ contracts. Task Order Contracting Officers should consider the nature of the requirement, the value of the requirement, the duration of the requirement, the extent of existing information (e.g., past performance information, existing quality control plans, etc), and the extent of information requested when determining the order placement approach, submission requirements and response time. When best value tradeoff approaches are contemplated, the Task Order Contracting Officer should consider what is being traded off. For example, for requirements that are routine in nature but require considerable management emphasis to ensure effective and efficient operation under time and fiscal constraints, the Government might consider a tradeoff between price and management approach.

The Contracting Officer should keep submission requirements to a minimum. Oral task order responses may be considered. Ordering Offices should strive to minimize the Contractor's proposal costs associated with responding to requests for specific task orders. Streamlined evaluation approaches are encouraged. Information from offerors should be tailored to the evaluation criteria and should be sufficient to conduct the evaluation.

The basis of award may range from Lowest Price, to variations of best value (e.g. Lowest Price Technically Acceptable, Best Value Trade-Off, etc). Choose the approach that best suits the requirement. The task order evaluation factors should be developed by the customer and coordinated with the TOCO. The evaluation factors may vary from one requirement to another and should be tailored to satisfy the unique aspects of each requirement.

Past Performance shall be limited to past performance information of previous MCoE Training & Support Services task orders where possible. See AFARS 51.16.505-90(d) which states, "Past performance information, including quality, timeliness, and cost control on earlier orders placed under the same MATO contract, should be considered in the ordering process. Past performance information should already be readily available in program and technical offices. Requests for Contractor submission of past performance information with proposal submission under MATO contracts shall be eliminated."

In general, FAR Part 15 does not apply to the MCOE Training & Support Services ordering process. However, refer to FAR 16.505 regarding postaward notices (FAR 15.503) and debriefing of awardees (FAR 15.506) for task orders exceeding \$5 million dollars.

Additional clauses may be added at the TO level provided they do not conflict with clauses included in the basic ID/IQ contract.

#### J. **Task Order Pricing:**

The Pricing Matrix included in each Prime Contractor's contract provides the labor categories that shall be quoted and the maximum rates that may be paid/reimbursed under this contract for each year and optional ordering periods, *if exercised*. Requests to make changes to the pricing Matrices MAY be submitted to the ACO on an annual basis to reflect changes in the wage determinations used to establish CAP rate, and additions/deletions of labor categories. In isolated cases, additional labor categories may be added at the TO level with the express written consent of the TOCO. Requests to add additional labor categories shall be commensurate with the pricing methodology employed to establish the rates awarded with the basic contract.

a. Labor: Labor shall be priced in accordance with the fully burdened labor rates set forth in the On-Site Price Matrix or Off-Site Price Matrix of each Contractor's MCoE Training & Support Services contract, regardless of task order type used. Rates are inclusive of prime labor, subcontract labor, overhead and other burden, and profit.

(1) To aid in the development of prices quoted in response to TOs, the labor rates set forth in On-Site and Off-Site Price Matrices terms of CAP rates for any type of task order used (selected at the TO level). The CAP rates represent the highest On-Site and/or Off-Site CAP rates that will be authorized to be paid/reimbursed under this contract.

(2) Labor rates quoted at the task order level may include discounts from the "CAP" rates that consider the nature, location, size and duration of the task order.

(3) In the event the TOCO has determined to use a T&M or L&H task order type, separate rates for each category of labor to be performed by the prime and *each* subcontractor will be required. These rates shall not exceed the pre-established CAP rates.

b. Travel: Reimbursement for local and international travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary for performance of TOs under this contract. Official travel of Contractor personnel away from their duty station that was not identified in the negotiated TO shall not be undertaken unless advance written approval has been obtained from the TO Contracting Officer or COR. See FAR 31.205-46 for additional information regarding travel costs. Invitational Travel Orders will NOT be issued by the Government for Contractor travel. Only per diem that does not exceed the maximum rates shall be considered to be reasonable. Indirect rates commensurate with the firm's disclosure statement/accounting practices are authorized for reimbursement. Fee or profit on travel expenses is not an allowable reimbursement.

The Contractor's request for travel shall be in writing and contain the dates, locations, and estimated costs of the travel. The Contractor may be required to provide written

summaries of meetings/conferences content (trip report), to include cost to the government, within five (5) working days of return.

NOTE: Additional Travel requirements will be addressed specifically and in detail in each individual Task Order.

(1). Travel Regulations: The following travel regulations may be used to determine reasonableness for travel:

(a) Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States.

(b) Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the DoD for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States.

(c) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State.

c. Other Direct Costs (ODCs): ODC's are costs not previously identified as a direct material cost, direct labor cost, or indirect cost that can be identified specifically with a final cost objective and are only authorized to the extent that it is necessary for performance of TOs under this contract. Labor is not permitted to be proposed as an ODC. Allowable other direct costs will be determined by the Contracting Officer at the TO level and may be added to individual TOs as a separate Contract Line Item Number on a cost reimbursement basis only.

**K. Changes in Team Members/Subcontractors**: The Contractor may not add any team members to the Contractor's team without ACO's authorization to do so. When subcontractors are approved, their services shall be provided within the labor categories and at a rate no higher than the labor rates included in the On-Site Price Matrix or Off-Site Price Matrix of each Contractor's basic ID/IQ contract. The Contractor shall advise the ACO of team member deletions as they occur.

**L. Government Property**:

It is anticipated that for some tasks Government Furnished Equipment (GFE) will be specified in the individual task order (at the discretion of the Government) with specified delivery dates and in specified condition. Such equipment shall be returned to the Government upon the conclusion of the task order.

Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the Contractor for use during the performance of the task as

specified in the task orders (at the discretion of the Government) with specified delivery dates. These documents shall be returned to the Government upon conclusion of the task order.

When utilizing GFE/GFI at the task order level, the task order contracting officer must comply with the Deputy Assistant Secretary of the Army, Policy and Procurement Memo dated 7 July 2005, SRIM 05-35, SRIM 06-15, FAR 45.201, DFARS 245.3, and AFARS 5145.3.

**M. Organizational Conflict of Interest (OCI) at the Task Order Level:**

a. OCI. It is the intention of the parties that the Contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or, in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. Therefore, the Contractor agrees that it will seek the prior written approval of the TOCO before participating in any task order that may involve such a conflict. Ordering offices are responsible for determining and issuing specific OCI restrictions.

The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, where the information has been included in Contractor generated work, or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

Contractor and subcontractor employees assigned to this contract where there will be privileged, proprietary or otherwise sensitive information shall be required, prior to working, to sign a non-disclosure statement for the Government agreeing not to share any information or data with other contractor personnel not assigned to the project or, if assigned to the project, who has not signed a non-disclosure statement. The signed nondisclosure statements shall be furnished to the COR prior to contract performance.

If after award, a Contractor discovers an actual or potential organizational conflict of interest at the contract level it shall make immediate and full disclosure in writing to the ACO or TOCO. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure.

(1) The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the ACO or TOCO in making a determination on this matter.

(2) If upon RTOP receipt, the Contractor identifies a potential conflict, the Contractor shall submit a request to the TOCO to obtain written approval to participate in a RTOR. If the Contractor is aware of multiple TOs that may create the appearance of a conflict, or be an

actual conflict, the Contractor shall notify ACO or TOCO as soon as the conflicts/apparent conflicts have been identified. This provision shall be in effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for three years thereafter.

(3) The Contractor shall permit a Government audit of internal OCI mitigation procedures for verification purposes. The Government reserves the right to reject a mitigation plan, if in the opinion of the ACO or TOCO, such a plan is not in the best interests of the Government.

(4) The Contractor shall hold the Government harmless and will freely indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

(5) The Contractor shall include the same provisions as are expressed in this section, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for three years thereafter. When the provisions of this section are included in a subcontract, the term "Contracting Officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime Contractor for a particular subcontract must first be submitted to the ACO or TOCO for approval.

Contractors are invited to review Federal Acquisition Regulation Subpart 9.5 "Organizational and Consultant Conflicts of Interest (OCI)." Particular attention is directed to FAR 9.505, 9.505-1, 9.505-2, 9.505-3 and 9.505-4.

b. MCoE OCI Prevention. It is not the intention of the Government to exclude a Contractor from a competitive acquisition due to a perceived OCI. The Task Order Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired Contractor and the Task Order Contracting Officer. The Task Order Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the Government's policy for competition. The Government is committed to working with potential Contractors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the Government, or the legitimate business interests of the vendor community. In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the Contractor shall be subject to the following restrictions:

(1) The Contractor may be excluded from competition for, or award of any Government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other persons or firms.

(2) The Contractor may be excluded from competition for, or award of any Government contract for which the Contractor actually assists in the development of the screening information request, specifications or statements of work.

(3) The Contractor may be excluded from competition for or award of any Government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract or resulting TOs.

(4) The Contractor may be excluded from competition for, or award of any Government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract or resulting TO.

(5) This section may not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

(6) The agency may in its sole discretion, waive any provisions of this section if deemed in the best interest of the Government. The exclusions contained in this section may apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

(7) If any stipulation of this section excludes the Contractor from competition for, or award of any contract, the Contractor may not be permitted to serve as a subcontractor, at any tier, on such contract. This section may be incorporated into any subcontracts or consultant agreements awarded under this contract unless the MCoE KO determines otherwise.

c. Examples of OCI concerns. The following examples illustrate situations in which questions concerning OCI may arise. They are not all inclusive, but are intended to help the TOCO apply general guidance to individual contract and TO situations:

(1) Unequal access to information: Access to "nonpublic information" as part of the performance of a TO provided under the contract or work performed under a separate Government contract could provide the Contractor a competitive advantage in a later competition. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the Government procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

(2) Biased ground rules: A Contractor in the course of performance under a TO contract has in some fashion established important "ground rules" for another requirement, where the same Contractor may be a competitor. For example, a Contractor may have drafted the statement of work, specifications, or evaluation criteria of a future procurement. The primary concern of the Government in this case is that a Contractor so situated could slant key aspects

of procurement in their own favor, to the unfair disadvantage of competing vendors. If the requirements of the Government procurement anticipate the Contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the Contractor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity: A Contractor in the course of performance of a TO or contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the Contractor's ability to render impartial advice to the Government could appear to be undermined by the Contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the Contractor has been tainted. If the requirements of the Government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected Contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

d. Mitigation plans. The successful Contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The Government reserves the right to reject a mitigation plan, if in the opinion of the Task Order Contracting Officer, such a plan is not in the best interests of the Government. Additionally, after award the Government will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

e. Compliance: Compliance with this OCI requirement is a material obligation of this 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 Part 9.5, Organizational and Consultant Conflicts of Interest, or elsewhere included in this contract. If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default. For breach of any of the restrictions contained herein, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government reserves the right to terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this section, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the MCoE KO may choose to terminate this contract for convenience of the Government, when such termination is deemed to be in the best interest of the Government.

N. **Work on a Government Installation:** In performing work under this contract or any TO on a Government installation or in a Government building, the Contractor shall fully comply with local military installation, city, state, and federal laws, regulations and/or ordinances pertinent to performance of the contractual services. Specifically, the Contractor shall:

- Conform to the specific safety requirements established by this contract or in a TO;
- Observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, security, sanitation, severe weather, admission to the installation, and conduct not directly addressed in this contract;
- Take all reasonable steps and precautions to prevent accidents and preserve the life and health of the Government and Contractor personnel.
- Take such additional immediate precautions as the TOCO, COR or TO Monitor may reasonably require for safety and accident prevention purposes;
- Conform to all security requirements as specified in DD Form 254, and security requirements as specified in the TO Performance Work Statement (PWS).

Each TO request will provide additional information regarding work on government installation.

O. **Quality Control Plan:** Quality Control is the responsibility of the contractor. The Contractor is responsible for the delivery of quality services/supplies. All Offerors will be required to include a Quality Control Plan (QCP) with their proposal at the TO level. The submittal of the Offerors' QCP will ensure the Offeror has an adequate and standardized procedure in place at contract start to monitor performance. The Offerors' QCP must be detailed, containing a systematic approach to monitor daily operations of key and essential functions for providing quality service to the Government, i.e. discrepancy identification procedures, corrective action procedures, prevention procedures for occurrence/re-occurrence of discrepancies, trend analysis usage, and customer feedback utilization. Such QCP requirements will increase the likelihood of successful contract performance. After acceptance of the quality control plan the Contractor shall request the contracting officer's acceptance in writing of any proposed change to his QC system.

P. **Task Order Review and Approval Procedures:** The Principal Assistant Responsible for Contracting (PARC), MICC provides contract review, approval, and oversight for all contracts and TOs prepared and awarded by all ordering offices that fall within the MICC area of responsibility.

Q. **Unauthorized Work:** The Contractor is not authorized to commence TO performance without a signed TO or direction by the TOCO. Notwithstanding any of the other clauses of this contract, the TOCO shall be the only individual authorized on behalf of the Government to:

- Waive any requirement of the TO; or,
- Modify any term or condition of the TO.

NOTE: Only the ACO is authorized to waive or modify any term or condition of the MCoE ID/IQ basic contract.

R. **Selection of Contractor and Documentation to Support Task Order Award:**

The evaluation team will evaluate the proposals submitted in accordance with the evaluation criteria set forth in the RTOP and determine the Contractor awardee in accordance with the specified evaluation criteria. The evaluation process should be biased free. The Task Order Contracting Officer should ensure all evaluators have no conflicts of interest or preconceived outcomes. Documentation should have clear ties back to the evaluation criteria provided in the RTOP.

Technical support to assist in the evaluation procedure must be provided by the local Garrison/customer. Technical evaluators must be capable of providing knowledge and expertise required to accurately determine adequacy of the proposals. Technical evaluation shall be conducted of each task order response to the terms of the RTOP. Evaluation of price should typically be based upon competition. In-depth price analysis or cost evaluation is not typically required. The labor rates included in the MCoE Training & Support Service MAIDIQ contracts were evaluated in conjunction with the evaluation supporting the basic contract award decision. As such, an analysis of the composition of the labor rates is not required. To support a fair and reasonable price/cost finding, the price analysis should include feedback from the technical evaluators that the skills mix and level of effort proposed appropriately represents the Contractor's proposed approach and is adequate to successfully satisfy the task order requirements. The Task Order Contracting Officer should evaluate the proposed price (and should include such in the evaluation criteria) to ensure it is fair & reasonable, balanced, and is presented in accordance with pricing instructions.

The Task Order Contracting Officer should control all communications with Contractors. A competitive range decision is not required prior to conducting communications, nor must the Contracting Officer conduct communications with each Contractor. Upon determination of the apparent task order awardee, the Task Order Contracting Officer may conduct negotiations to finalize task order terms, conditions and price/cost.

The Task Order Decision Document (TODD) should be well documented and provide the reader with a clear picture as to how the Contracting Officer arrived at the decision to select the Contractor for award.

**S. Task Order Notifications/Debriefings:** The Task Order Contracting Officer is required under FAR Part 16.505 to provide notifications to unsuccessful offerors and debriefings for task orders in accordance with FAR 15.503 and 15.506 for all task orders exceeding \$5 million dollars. The TOCO is encouraged to provide feedback to the Contractors that provide information regarding the strengths and weaknesses of the Contractor's response. During the debriefing, the Government should discuss what was required and expected to the Contractor and how or why the Contractor did not provide what was requested. It should not include point-by-point comparisons of the Contractor's proposal with those of other Contractors. The debriefings are provided to assist the Contractors in preparing future proposals. The debriefings may be provided orally, in writing or by any other method deemed appropriate to the Task Order Contracting Officer.

**T. Contract Services/Contractor Manpower Reporting:** The Contract Manpower Reporting (CMR) requirement was implemented by the Assistant Secretary of the Army, Manpower and Reserve Affairs through memorandum dated March 8, 2005. The MCoE Training & Support Services contract includes the required provisions. However, all task orders and delivery orders, regardless of dollar amount, must include a separate Contract Line Item Number for Contract Manpower Reporting in order to obtain better visibility of the Contractor service workforce from Contractors supporting the Army. The CMR was designed to collect and report data regarding

labor costs associated with the contract workforce and the organizations and missions that the contract workforce support. The Contractor Manpower Reporting will ensure that the Army is getting full value from our contract workforce. Therefore, requiring activities shall add accounting for contract services to their requirement packages that are submitted to the Contracting Officer

U. **Task Order Official File**: The official task order file will be maintained and administered at each Ordering Office.

V. **Task Order Release**: Upon release of the initial task order, a copy of that task order shall be forwarded to the ACO Contracting Officer.

W. **Contract Level and Task Order Management**-The Contractor shall manage all aspects of performance under the contract and task orders.

(1) Contract Level Program Management- The Contractor shall provide technical and functional program management for the management of the entire MCoE Training & Support Services effort. The Contractor shall provide the centralized administrative, clerical, and documentation and related functions.

(2) TO Management- The Contractor shall provide all of the management and supervisory skills required to properly manage all Task Orders awarded to them.

## **CHAPTER 4 TASK ORDER PROCESS**

### **A. Task Orders covering Task Area 2 and/or Task Area 5, or a combination thereof.**

1. The Customer identifies the requirement and obtains funding and applicable approvals to submit procurement package to the applicable Ordering Office. The customer's package shall include the funding document, PWS, QASP, PRS, IGE, COR information as submitted to COR Online Management Tool, Service Contract Approval Form (SCAF), workload data, period of performance, CLIN structure, and evaluation factors. The TOCO formulates the Request for Task Order Proposal (RTOP) based on the procurement package submitted by the customer.

2. The TOCO determines whether the Task Order requirement is within the MCoE Training & Support Services scope. The Ordering Office and customer conduct market research to determine whether MCoE Training & Support Services is the appropriate vehicle to satisfy the customer's requirement.

3. The TOCO determines which suite of master contracts best accommodates the Task Order requirement. The TOCO requests and obtains confirmed ceiling allotment from the ACO/or the TOCO submits request for delegation (if not MICC).

4. The TOCO prepares Mini Acquisition Strategy for Ordering Officer approval (recommended but not mandatory).

5. The TOCO prepares RTOP to include PWS, Quality Assurance Surveillance Plan (QASP), applicable Workload Data, due date for RTOP return, period of performance and CLIN structure, discussion of Task Order type selected for Task Order, evaluation factors and basis for Task Order award, and Performance Requirements Summary (PRS).

6. The TOCO submits RTOP and attachments to local legal office for review. For additional review requirements, please see Acquisition Instruction 00-02, Review and Approval Requirements for Contracting Actions.

7. The TOCO submits RTOP to Suite 1 Contractors who are eligible to receive RTOP. (Normally 10 to 30 days).

8. The RTOP solicited Contractors submit proposal response prior to TOR due date.

9. The TOCO assembles Evaluation Team to evaluate Contractor proposals in response to RTOP after due date passes.

10. The Evaluation Team evaluates proposals in response to RTOP and documents evaluation in accordance with the streamlined evaluation criteria established in the RTOP. (Desired evaluation period is 5 to 10 days).

11. The TOCO determines whether discussions are required, if so; notifies Offerors regarding discussions, conducts discussions and request revised responses, evaluation board evaluates and documents revised responses. If discussions are not conducted, the TOCO prepares Task Order Decision Document.

12. The TOCO reviews Master Contract Price Matricies to determine whether apparent successful Task Order recipient is compliant with the price matrix CAP rates and labor categories. The TOCO shall ensure the overall price is fair and reasonable.

13. The Ordering TOCO. For additional review requirements, please see Acquisition Instruction 00-02, Review and Approval Requirements for Contracting Actions.

14. The TOCO awards Task Order in local PD2 system.

15. The TOCO provides notification of award decision to Task Order awardee as well as unsuccessful Task Order participants via email.

16. The TOCO conducts debriefings sessions if desired to unsuccessful participants.

17. The TOCO administers Task Order files and submits copy of awards to ACO.

**B. Task Orders including Task Areas 1, 3, 4, 6, and 7, regardless of whether the task order also includes tasks under Task Area 2, Task Area 5, or a combination thereof.**

1. The Customer identifies the requirement and obtains funding and applicable approvals to submit procurement package to the applicable Ordering Office. The customer's package shall include the funding document, PWS, QASP, PRS, IGE, COR information as submitted to COR Online Management Tool, Service Contract Approval Form (SCAF), workload data, period of performance, CLIN structure, and evaluation factors. The TOCO formulates the RTOP based on the procurement package submitted by the customer.

2. The TOCO determines whether the Task Order requirement is within the MCoE Training & Support Services scope. The Ordering Office and customer conduct market research to determine whether MCoE Training & Support Services is the appropriate vehicle to satisfy the customer's requirement.

3. The TOCO determines which suite of master contracts best accommodates the Task Order requirement. The TOCO requests and obtains confirmed ceiling allotment from the ACO/or the TOCO submits request for delegation (if not MICC).

4. The TOCO prepares Mini Acquisition Strategy for Ordering Officer approval (recommended but not mandatory). The TOCO contacts the ACO to request and ceiling amounts

5. The TOCO prepares RTOP to include PWS, Quality Assurance Surveillance Plan (QASP), applicable Workload Data, due date for RTOP return, period of performance and CLIN structure, discussion of Task Order type selected for Task Order, evaluation factors and basis for Task Order award, and Performance Requirements Summary (PRS).

6. The TOCO submits RTOP and attachments to local legal office for review. For additional review requirements, please see Acquisition Instruction 00-02, Review and Approval Requirements for Contracting Actions.

7. The TOCO submits RTOP to Suite 2 Contractors who are eligible to receive RTOP. (Normally 10 to 30 days).

8. The RTOP solicited Contractors submit proposal response prior to TOR due date.
9. The TOCO assembles Evaluation Team to evaluate Contractor proposals in response to RTOP after due date passes.
10. The Evaluation Team evaluates proposals in response to RTOP and documents evaluation in accordance with the streamlined evaluation criteria established in the RTOP. (Desired evaluation period is 5 to 10 days).
11. The TOCO determines whether discussions are required, if so; notifies Offerors regarding discussions, conducts discussions and request revised responses, evaluation board evaluates and documents revised responses. If discussions are not conducted, the TOCO prepares Task Order Decision Document.
12. The TOCO reviews Master Contract Price Matricies to determine whether apparent successful Task Order recipient is compliant with the price matrix CAP rates and labor categories. The TOCO shall ensure the overall price is fair and reasonable.
13. The Ordering TOCO. For additional review requirements, please see Acquisition Instruction 00-02, Review and Approval Requirements for Contracting Actions.
14. The TOCO awards Task Order in local PD2 system.
15. The TOCO provides notification of award decision to Task Order awardee as well as unsuccessful Task Order participants via email.
16. The TOCO conducts debriefings sessions if desired to unsuccessful participants.
17. The TOCO administers Task Order files and submits copy of awards to ACO.

## CHAPTER 5 TASK ORDER MONITORING AND CONTRACT ADMINISTRATION

A. **Task Order Review and Approval Procedures:** All Task Orders shall be reviewed in accordance with Acquisition Instruction (AI), 00-02, Review and Approval for Contracting Actions dated 26 July 2011. Contracting Offices issuing task orders will follow the policies and ordering procedures in DFARS 216.505-70 and FAR 16.505. Additionally, as required by FAR 16.505(b)(5), a senior agency official designated by the PARC is the Task Order Ombudsman to ensure that contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

B. **Contract Administration of Master Contracts:** ICO Office-Fort Benning is responsible for contract administration for the master MCoE Training & Support Services contracts. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms and conditions of the contract between the Contractor and a person other than the ACO be effective or binding upon the Government. All such actions must be formalized by proper contractual document executed by the ACO.

Notification of changes in the assigned ACO will be provided by official correspondence from ICO Office-Fort Benning. All correspondence pertaining to the MCoE Training & Support Services master contracts must be addressed to:

Department of the Army  
Mission and Installation Contracting Command  
ICO Office-Fort Benning  
6600 Meloy Drive  
Fort Benning, GA 31905

All contract administration associated with individual task orders will be performed by the ordering office issuing the task order unless otherwise designated.

C. **Task Order Contracting Officer's Representative (COR):** A Contracting Officer's Representative shall be designated for each Task Order issued under the master contracts by the TOCO. The local Customer shall nominate a Government employee who is technically qualified and trained to become a COR and submit the nominee's name to the TOCO for approval and designation. The COR designation letter will outline the duties and authority of the COR. Local CORs will ensure that the Contractor's performance is properly documented and that required reports are provided to the local contracting office for contract administration, monitoring purposes, and the official contract file.

D. **Contractor Performance Assessment Report (CPAR):** A Contractor Performance Assessment Report shall be completed for each task order issued under this contract that is expected to exceed \$1 million (see FAR 42.15). The preparation and completion of the CPAR is the responsibility of the local Ordering Office. The CPAR will be entered into the Contractor Performance Assessment Reporting System (CPARS), located at <http://cpars.navy.mil>. A CPAR should also be completed for task orders over \$100,000 and less than \$1million, and a copy forwarded to the Contracting Officer listed in Paragraph C, above.

E. **Quality Assurance Surveillance Plan (QASP):** A Quality Assurance Surveillance Plan will be tailored and developed for each task order to ensure the assessment of performance for critical contract elements. The QASP serves as the plan for performance surveillance and

identifies the performance indicators, standards, inspection methods, and procedures to be used in monitoring performance. Additionally, the QASP shall include specified procedures for collecting service delivery data, methods of surveillance, thresholds for acceptable and unacceptable performance, and sampling guides.

F. **Metrics:** Metrics shall be included and applied to all task orders performed. At the task order level, the Contractor’s performance measurement may include (but are not limited to) metrics such as quality of service, cost effectiveness, timeliness of performance, business relations, Management of Personnel and customer satisfaction.

Program Level Metrics: The program level metrics include the following:

- Customer Satisfaction
- Management of Service Contracts
- Timeliness of Task Order Execution in meeting Mission Requirements
- Effectiveness in supporting Army Socio-Economic Program Goals
- Effectiveness in supporting Army Competition Program Goals
- Opportunity Cost Savings

Metric	Standard	Target	Data Source	Frequency
<b>Customer Satisfaction</b>	Contractors provided products and services which met MCoE mission requirements in terms of Quality, Timeliness, Cost Control, Business Relations, and Management of Personnel.	All Contractors received a satisfactory or higher rating for Quality, Timeliness, Cost Control , Business Relations, and Management of Personnell.	Contract Level COR Quality Assurance Surveillance	Annual
<b>Management of Service Contracts</b>	All MCoE contracts and task orders have a contract level QASP approved, a trained COR appointed, and an annual performance assessment report executed for task orders over \$100,000.  100% – Green 80%- 99% - Amber <80% - Red	100 %	MCoE Quality Assurance Program Files	Annual
<b>Timeliness of Task Order Execution in meeting MCoE Mission</b>	Task orders requirements were planned and executed to meet required services start date  100% – Green 80%- 99% - Amber <80% - Red	All task orders met agency mission requirements for required service start date. Exceptions, if any, had interim mission support provided, if required.	MCoE Task Order and Contract Level COR	Annual

<b>Effectiveness in supporting Army Socio-Economic Program Goals</b>	Contractors in Suite 1 complied with FAR 52.219-14, Limitation of Subcontracting.  Contractors in Suite 2 complied with 52.219-9, Small Business Subcontracting Plan Goals.	All Contractors met small business program requirements.	Contract Level Contracting Officer Files	Annual
<b>Effectiveness in supporting Army Competition Program Goals</b>	Fair opportunity for consideration was provided on all task orders, unless an exception applied, promoting cost effectiveness through competition.	Average of 3-5 proposals were received in response to all request for task order response.	FPDS-NG CAR Data - Task Orders	Annual
<b>Opportunity Cost Savings</b>	Program to be compared using comparable in-source values and projected contractual cost to ensure cost effectiveness.	Program met agency mission requirements while continues to provide cost effectiveness.	MCoE Program Manager and COR files, and data from Fully Automated System for Classification (FASCLASS)	Annual

**G. Contractor Quarterly Status Reports:** The Contractor shall provide quarterly reports to the MCoE KO indicated above at the end of each quarter. The quarterly reports shall address all activity under the master IDIQ contract through the last day of the last month of each quarter. The quarterly report shall as a minimum, contain the following information:

(1) A listing of ALL TOs issued to include:

- Ordering Office
- TO number and date of issuance;
- Task area – choose the task area that represents the preponderance of work
- Location of performance and a brief description of work covered by TO; e.g. Task Area(s) covered by the TO
- Total amount ordered and obligated under each individual TO, to include any modifications;
- Performance period of each order including options;

- Type of TO issued (i.e., FFP, T&M, and LH);
- Indicate number of TOs provided fair opportunity. Number responded to, number declined to participate and rationale for not participating -- Percentage of TOs awarded under each task area;
- Utilization of small business subcontractors;
- Concerns or areas for improvement

(2) Cumulative summary of total dollars ordered and obligated to date on IDIQ contract;

(3) Cumulative summary of dollars ordered and obligated by task area when the TO spans more than one.

(4) OCI review to identify, certify the lack of any OCI and address any potential OCI identified.

H. **Invoices and Payments:** The specific WAWF will be provided at the TO level. The information codes will be coordinated at the TO level to assure a successful flow of WAWF documents.

## **ATTACHMENTS**

Attachment 1	MCoE Training and Support Services MAIDIQ Prime Contractors
Attachment 2	Sample Task Order Acquisition Strategy
Attachment 3	Sample Request for Task Order Proposal (RTOP) Packet
Attachment 4	MCoE Training & Support Services MAIDIQ Delegation of Contract Authority (DCA) Request Form

**ATTACHMENT 1**

Prime Contractors – **SUITE 1** - (Restricted)

Contractors	Contract No.	Cage Code
Anautics, Inc. 2360 NW 32 <sup>nd</sup> Street Newcastle, Oklahoma 73065-6589 (405) 392-3012	W91247-11-D-0025	1V9F9
Charles F. Day & Associates, LLC 75 Barrett Heights Road STE 305 Stafford, Virginia 22556-8045 (563) 489-1872	W91247-11-D-0026	1JUR5
Paramount Solutions, Inc. 3515 S. Cherokee Lane STE 1630 Woodstock, Georgia 30188-4795. (770) 645-1155	W91247-11-D-0027	303M3
Potawatomi Training, LLC 655 Research Pkwy STE 400 Oklahoma City, Oklahoma 73104-6266 (405) 996-3000	W91247-11-D-0028	4RRK1
The Talmadge Group, Inc. 1050 Crown Pointe Pkwy STE 295 Atlanta, Georgia 30338-7701 (678) 325-2301	W91247-11-D-0029	3NWX2
Totalis Consulting Group, Inc. 11030 Jones Bridge Road STE 200 Alpharetta, Georgia 30022-4560 (770) 753-9222	W91247-11-D-0030	09KG8
Yorktown Systems Group, Inc. 7027 Old Madison Pike NW STE 108 Huntsville, Alabama 35806-2369 (256) 425-4549	W91247-11-D-0031	4VJW9

Prime Contractors – **SUITE 2** - (Full & Open)

Contractors	Contract No.	Cage Code
Booz Allen Hamilton, Inc. 8283 Greensboro Drive McLean, Virginia 22102-4904 (703)-377-7947	W91247-11-D-0032	17038
Cubic Applications, Inc. 2280 Historic Decatur Road STE 200 San Diego, California 92106-6020 (706) 569-9100	W91247-11-D-0033	00BW7
L-3 Services, Inc. DBA: MPRI Division 1320 Braddock PL STE 200 Alexandria, Virginia 22314-1692 (703) 664-2671	W91247-11-D-0034	0C9W7
Northrop Grumman Technical Services, Inc. 2411 Dulles Corner Park STE 800 Herndon, Virginia 20171-3431 (505) 998-8294	W91247-11-D-0035	0JRC1
RLM Communications, Inc. 1027 E. Manchester Road Spring Lake, North Carolina 28390-9514 (910) 223-1350	W91247-11-D-0036	3R0N3
Science Applications International Corporation (SAIC) 1710 SAIC Drive McLean, Virginia (256) 971-6483	W91247-11-D-0037	5UTP8
Serco, Inc. 1818 Library St. Ste 1000 Reston, Virginia 20190-6276 (703) 939-6763	W91247-11-D-0038	022Q2

**ATTACHMENT 2**

**SAMPLE**

**TASK ORDER MINI ACQUISITION STRATEGY**

**Task Order Solicited under MCoE Training & Support Services MAIDIQ Contracts**

Insert Project or Requirement Title

**MICC – FORT BENNING**

Author: (Signature) \_\_\_\_\_ DATE \_\_\_\_\_  
 NAME  
 Contract Specialist

Reviewed		
<input type="checkbox"/> Approved ≤ \$150K	(Signature) _____ NAME Contracting Officer	DATE _____
Reviewed By: > \$150K	(Signature) _____ NAME Contracts Attorney	DATE _____
Reviewed & Concur: > \$150K	(Signature) _____ NAME Chief, Branch Name	DATE _____
Reviewed & Concur: > \$150K	(Signature) _____ NAME Chief, Contracting Division	DATE _____
Reviewed & Approved \$150K < \$25M	(Signature) _____ NAME Director	DATE _____

Copy provided via MCC-Eustis to DASA(S) when ≥ \$10M

*This template is a format tool to assist in documenting the acquisition strategy for services, which is to be used for all dollar levels. Instructions and guidance are in blue font. Use formal acquisition strategy signature page(s) for requirements valued in excess of \$25M. The instructional language (blue font) is not to be included in the final document.*

**1. Requirement.** Briefly describe the requirement; what it is, what it will accomplish, who it will support, required performance period(s), estimated dollar value per year, total dollar value.

a. **Service Contract Approval.** Indicate approval to initiate a contract for services has been obtained from the appropriate authority (Ref SecArmy Policy memo, 10 Jul 09, subject: Army Policy for Civilian Workforce Management and Service Contracts, and TRADOC Reg 5-14.)

b. **Taxonomy of Services.** As applicable, state “Knowledge-based Services” or “Not Knowledge-based Services.”

(1) Portfolio Group: Insert correct group.

(2) Portfolio: Insert correct portfolio.

(3) Product Service Code(s): Insert correct code(s).

c. **Procurement History.** State if this is a new or recurring requirement. If it’s a recurring requirement discuss how the previous acquisition was accomplished, its dollar value, performance period, contract type, business size, number of offerors, source selection method, and how small business participation was achieved.

## **2. Strategy.**

a. **Enterprise Vehicle.** Provide name of enterprise vehicle (e.g., FIRST, MCoE MATOC, Federal Supply Schedules) and rationale for that selection.

(1) **Scope.** Provide basis for why this requirement is considered to be within scope of the selected enterprise vehicle.

(2) **Availability.** Discuss research conducted to conclude there are no mandatory sources, and provide amount of the MATOC’s remaining ceiling.

(3) **Non-DoD Contract.** State “Not applicable” or discuss rationale for use of Federal Supply Schedules. When requirement exceeds \$150K, attach approved D&F (Ref ASA(ALT) memo, 12 Jul 05, subject: Proper Use of non-Department of Defense (Non-DoD) Contracts).

b. **Contract Type.** Discuss contract type (FFP, CPFF, etc.), and reason therefore. Preference is given to Firm Fixed Price and then Cost Plus Fixed or Incentive Fee. Other types may require additional approvals. T&M should be avoided. (Ref ACC Memo, 4 Feb

11, subject: Better Buying Power Initiatives; PARC Policy Alert #12-12). Requirement for HCA approval of contract type kicks in at \$100M.

c. **Better Buying Power Initiatives.** Ref ACC memo, 4 Feb 11, subject: Better Buying Power Initiatives

(1) **Promoting Real Competition.** Discuss extent of competition anticipated and basis therefore (e.g. nature of input from MATOC holders in response to your inquiry into their level of interest prior to issuance of a Request for Task Order Proposal (RTOP), removal or rewrite of PWS sections that served as impediments to competition, leaving RTOP's on the street for 30 or more days, etc.). Attach J&A if applicable and provide explanation how competition is planned to be stimulated with the acquisition following this one.

(2) **Improve Tradecraft in Service Acquisitions.**

(i) **Quality of PWS.** Discuss quality of PWS in terms of its specificity and how it leaves no room for requirement creep.

(ii) **Contract Term.** Discuss how the contract term limitation (no more than 3 years for knowledge-based services) provides for more frequent competitions, or why a longer term is critical.

(iii) **Small Business Participation.** Discuss efforts to increase small business participation via set-aside or small business subcontracting goals. Include date the DD Form 2579 was approved by SBA's Procurement Center Representative.

d. **Basis of Award.** Discuss basis of award (price only, LPTA, Trade-Off, or some combination thereof). Provide evaluation criteria and relative importance, if applicable.

**3. Milestones.** *Minimum milestone events are shown below. If any are not applicable, remove from the table. Other events may be added as applicable.*

<i>Event</i>	<i>Projected Completion Date</i>
Acquisition plan approval	
Issue Request for Task Order Proposal (TORP)	
Receive Proposals	
Complete Evaluations	
Complete Pre-negotiation Objective Memorandum (POM)	
Complete Price Negotiation Memorandum (PNM)	
Contract award	
Commence Phase-in	
Commence full performance	

**4. Attachments.**

Delineate attachments or state "None."

**ATTACHMENT 3**

**SAMPLE**

**Maneuver Center of Excellence (MCoE) Training & Support Services**

**Request for Task Order Proposal (RTOP) Template**

**RTOP Number:** *{INSERT DODAAC}*-11-RTOP-0001  
(Revision No. \_\_\_\_\_)

**Date of Issue:** *XX Month XXXX*

**Description of Services:** *Enter title of the task order*

**Location of Services:** *Enter the primary place of performance-if multiple locations indicate "See Task Order PWS"*

**Closing Date/Time:** *Enter the date, time, time zone (Eastern Time) for receipt of responses*

Dear Maneuver Center of Excellence (MCoE) Training & Support Services Partners:

This is a Request for Task Order Proposal (RTOP) for services to be provided under the MCoE Training & Support Services MAIDIQ contract vehicle. A review of the task requirements has been conducted, and it has been determined that the preponderance of the work falls within the following task area(s): *(Delete non-applicable Task Areas)*

Task Area 1: General Technical and Analytical Support

Task Area 2: Training Development Support

Task Area 3: Doctrine Development Support

Task Area 4: Capability Development Support

Task Area 5: Training Instruction Support

Task Area 6: Simulations and Analysis Support

Task Area 7: Support Services

There is no incumbent contractor. *(The incumbent contractor is \_\_\_\_\_)*. Fair opportunity is herein provided to all Suite \_\_\_\_ prime contractors. The Government intends to award a single task order as a result of this RTOP to the offeror that can fulfill all requirements of this RTOP

and the Performance Work Statement (PWS). Responses that are for less than the full requirements will be rejected and will not be evaluated.

Attached are all related documents for this RTOP. Please ensure that you have read the attached documents, to include specific response submission instructions that are included in this RTOP, and then submit your response by the date and time indicated above.

Partners choosing not to submit a proposal shall provide a detailed explanation of their decision choosing not to submit a proposal no later than seven (7) business days after receipt of the official RTOP. The “no-bid reply” should be directed via e-mail to **{INSERT TOCO'S E-MAIL ADDRESS}**.

The Government will hold a pre-proposal conference at **{INSERT GEOGRAPHIC LOCATION}** on **{INSERT DATE}** beginning at **{INSERT TIME}** in building **{INSERT BUILDING ADDRESS}**. A site visit will follow the pre-proposal conference. All interested firms may attend with a limit of three (3) attendees per firm. The names of attendees and all questions regarding this RTOP should be directed via e-mail to **{INSERT TOCO'S E-MAIL ADDRESS}** cc: **{INSERT TO CONTRACT SPECIALIST'S E-MAIL ADDRESS}** by **{INSERT DATE AND TIME}**. Technical questions will not be addressed during the course of the site visit. Technical questions must be submitted in writing no later than **{INSERT DATE AND TIME}** via e-mail to **{INSERT TOCO'S E-MAIL ADDRESS}** and **{INSERT TO CONTRACT SPECIALIST'S E-MAIL ADDRESS}**. If government responses to technical questions affect the Performance Work Statement (PWS) requirements, a follow-on Amendment to the RTOP will be issued.

All items within the RTOP must be completed and returned by closing due date and time. In addition to this letter, this RTOP includes the following exhibits:

- Attachment 1 - Additional Terms and Conditions
- Attachment 2 - Pricing Schedule (CLIN Structure)
- Attachment 3 - Performance Work Statement/Performance Requirements Summary
- Attachment 4 - Quality Assurance Surveillance Plan
- Attachment 5 – Submission Instructions/Evaluation Criteria
  - 5 A. Instructions
  - 5 B. Evaluation Criteria
  - 5 C. Basis for Award
- Attachment 6 – Attachments or Technical Exhibits *(If applicable)*

Task Order Type: The Government contemplates award of the following task order type:

- Firm-Fixed Price with reimbursable CLINs for ODCs and Travel *(As applicable)*

Anticipated Period of Performance:

- Phase-In:
- Base Period:
- Option Period One:
- Option Period Two:
- Option Period Three:
- Option Period Four:

The Task Ordering Contracting Officer (TOCO) reserves the right to withdraw and cancel the proposed RTOP. In such event contractors shall be notified in writing of the TOCO's decision. This decision is final, conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

Your response must be in full compliance with the instructions in this RTOP and your basic contract. The response (to include price) shall be valid for sixty (60) calendar days. If you have any questions, please contact *{INSERT ASSIGNED CONTRACT SPECIALIST'S NAME}* Contract Specialist at *{INSERT TELEPHONE NUMBER AND E-MAIL ADDRESS}* or the undersigned at *{INSERT TELEPHONE NUMBER AND E-MAIL ADDRESS OF TOCO}*. Thank you in advance for your time and attention in this matter.

Sincerely,

*{INSERT TOCO NAME}*  
Task Order Contracting Officer

## Request for Task Order Response (RTOP)

### Attachment 1 – Additional Terms and Conditions

In addition to the clauses in the MCoE Training & Support Services contract, the following apply to this task order:

- FAR 52.217-8, Option to Extend Services within 30 days.
- FAR 52.217-9, Option to Extend the Term of the Contract
  - ...within \_\_\_ days;
  - ...at least \_\_\_ days;
  - ...shall not exceed \_\_\_ months.
- FAR 52.232-19, Availability of Funds for the Next Fiscal Year
  - ....beyond 30 September 2012.
- FAR 52.232-22, Limitation of Funds is applicable at the CLIN level.
- FAR 52.237-3 Continuity of Services
- FAR 52.245-1, Government Property *(If applicable)*
- FAR 52.245-2, Government Property Installation Operation Services *(If applicable)*
- FAR 52.245-9, Use and Charges *(If applicable)*
- DFARS 252.211-7007, Item Unique Identification of Government Property *(If applicable)*
- FAR 52.233-2, Service of Protest
  - .....the value of this task order is expected to exceed \$10,000,000.00 and therefore the General Accountability Office (GAO) has exclusive jurisdiction of any protest (as defined in section 33.101) in accordance with Section 843 of the Fiscal Year 2008 National Defense Authorization Act (NDAA).
- FAR 52.237-1, Site Visit *(If applicable)*
- FAR 52.246-6, Inspection of Services-Fixed Price)
- DFARS 252.232-7007, Limitation of Government's Obligation *(Only if incrementally funded)*

The following provision is added to this RTOP:

#### AMC-LEVEL PROTEST PROGRAM (NOV 2008)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.10. If you want to file a protest under the AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency-level protests should be sent to the contracting officer for resolution.

HQ Army Material Command  
Office of Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000

Facsimile number (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

HQ Army Material Command  
Office of Command Counsel  
4400 Martin Road  
Room: A6SE040.001  
Redstone Arsenal, AL 35898-5000

The AMC-Level Protest procedures are found at:  
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>.

If internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

**Contractor's additional information:**

1. The Contractor shall provide all personnel, management, supervision, equipment, tools, supplies, materials, transportation, and any other items and services necessary to perform the functions of the Performance Work Statement (PWS). The place of performance is *{INSERT PLACE OF PERFORMANCE}*. The period of performance is to be complete within *{INSERT MONTHS}* after contract award.

2. Inspection and Acceptance. Inspection and acceptance of all work, performance, reports and other deliverables under this task order will be performed at the location specified in this RTOP by the Contracting Officer's Representatives (CORs). CORs are responsible for inspection and acceptance of services under the Task Order (TO). The inspection and acceptance is based on the use of the Quality Assurance Surveillance Plan (QASP). The Government will evaluate the contractor's performance under this TO using the method of surveillance to be identified in the QASP. The Government will record all surveillance observations. When an observation indicates defective performance, the COR will request the contractor's representative to initial the observation.

3. Deliveries or Performance. The anticipated Period of Performance is *{INSERT PERIOD OF PERFORMANCE}*.

4. Task Order Administration Data.

a. Task Ordering Contracting Officer (TOCO). The *{INSERT ORDERING OFFICE}* is responsible for awarding this TO. The TOCO is *{INSERT TOCO, COMMERCIAL PHONE NUMBER AND E-MAIL ADDRESS}*. The Task Ordering Contract Specialist is *{INSERT TO CONTRACT SPECIALIS, COMMERCIAL PHONE NUMBER AND E-MAIL ADDRESS}*.

b. TOCO Points of Contact. The TOCO will be responsible for the administration of this TO and, alone, is authorized to take actions on behalf of the Government that result in changes in the terms and conditions of the TO. The TOCO is *{INSERT TOCO, COMMERCIAL PHONE NUMBER AND E-MAIL ADDRESS}*.

c. Contracting Officer's Representative.

(1) The TOCO will designate a representative, the COR who will provide on-the-ground administration for the Government. The COR will be designated in writing and a copy of the designation will be furnished to the Contractor. The Contractor is cautioned to read the COR designation because certain authority under the TO is reserved solely for the Contracting Officer. The term "Contracting Officer" as used throughout the TO shall be interpreted to include the Contracting Officer's designated representative(s) acting within the limits of their delegation of authority.

(2) The COR will act in a liaison capacity to coordinate activities between the Contractor and the Government as required in the performance of the work under this TO.

(3) No oral statements of any person whosoever will in any manner or degrees modify or otherwise affect the terms of this TO. **The TOCO is the only person authorized to approve changes in any of the requirements under this TO, and notwithstanding any provisions contained elsewhere in this TO, the said authority remains solely with the Contracting Officer.**

(4) The COR will receive, review, approve, sign and submit the invoice in WAWF to initiate contractor payment. Additional information will be provided in the awarded TO.

d. Electronic Submission and Processing of Payment Requests: Electronic invoicing is mandatory in accordance with DFARS 252-232-7003, Electronic Submission of Payment Request. The contractor shall submit invoices via WAWF and the CORs will accept services performed via WAWF. For additional information or if you have questions regarding WAWF, visit the website at <https://wawf.eb.mil> or contact the Customer Support section at (866) 618-5988.

5. Special Task Order Requirements.

a. Contractor Manpower Reporting. The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the TO is in force. As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. NOTE: If the reporting of Manpower Equivalents is not separately priced, insert "NSP" in the blank shown.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this Task Order. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>.

The required information includes:

- (1) Contracting Office, Task Order Contracting Officer, Contracting Officer's Representative
- (2) Contract number, including task order number
- (3) Beginning and ending dates covered by reporting period

- (4) Contractor name, address, phone number, e-mails address and name of contractor employee entering data
- (5) Estimated direct labor hours (including sub-contractors)
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors)
- (7) Total payments (including subcontractors)
- (8) Predominant Federal Supply Class Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different)
- (9) Estimated data collection price
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity \_\_\_\_\_ (Obtain and provide the Army Requiring Activity UIC)
- (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, use standardized nomenclature provided on website)
- (12) Presence of deployment or contingency contract language
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country)

b. Insurance Requirements. The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance—Work on a Government Installation."

KIND:	AMOUNT:
Workmen's Compensation and Occupational Disease Insurance	Amount required by the State in which this TO is performed
Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person
	\$500,000 per occurrence for Bodily Injury and
	\$20,000 per occurrence for Property Damage

c. Wage Determination. *{INSERT APPLICABLE WAGE DETERMINATION}* applies to this TO and can be downloaded at [www.wdol.gov](http://www.wdol.gov). As indicated in the Ordering Guide, Chapter 3, CAP rates are located in the basic contract.

**Request for Task Order Response (RTOP)**

**Attachment 2 - Pricing Schedule (CLIN Structure)**

<b>CLIN</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
0001	Environmental Compliance Services FFP Contractor to provide services in accordance with the enclosed Performance Work Statement for the period of 01 October 2011 through 30 September 2012.	12	Month	\$ _____	\$ _____
0002	Other Direct Costs (ODC's) COST Other Direct Costs shall not exceed \$15,000.00.	15,000	Lot	\$ 1.00	\$15,000.00 NTE
0003	Travel COST Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. Travel shall not exceed \$15,000.00.	25,0000	Lot	\$ 1.00	\$25,000.00 NTE
0004	Contractor Manpower Reporting FFP Contractor shall provide a Contractor Manpower Report as described in the PWS for the period of 01 October 2011 through 30 September 2012. If not separately price, Contractor shall input "NSP".	1	Each		NSP
<b>Total Based Period</b>					\$ _____

*(Duplicate as necessary for option periods)*

# Request for Task Order Response (RTOP)

## Attachment 3

### PERFORMANCE WORK STATEMENT (PWS) [TEMPLATE] MANUEVER CENTER OF EXCELLENCE (MCoE) TRAINING & SUPPORT SERVICES

*[Insert Title and Activity]*

**NOTE TO OUR CUSTOMERS: THIS TEMPLATE MUST BE TAILORED FOR YOUR AGENCY BY INCLUDING YOUR UNIQUE REQUIREMENTS, QUANTITIES FOR WORKLOAD, SPECIFIC SURVEILLANCE TECHNIQUES, ... ETC. ANY QUESTIONS REGARDING THIS TEMPLATE SHOULD BE ADDRESSED WITH YOUR ASSIGNED ACQUISITION TEAM.**

**GENERAL INFORMATION IS PRESENTED IN BLUE ITALICS WITH PARENTHESIS BORDERS, WHILE FILL-IN GUIDANCE IS PRESENTED IN BLUE ITALICS WITH BRACKET BORDERS. PLEASE DELETE ALL BLUE ITALICS WHEN FINALIZING THE PWS.**

#### Part 1

#### General Information

*(General information will include background information, a brief description of the scope of work, personnel related matters such as safety requirements, security requirements, security clearances, quality control requirements, ...etc.)*

1. **GENERAL:** This is a non-personnel services task order to provide [*Insert title of service to be provided*]. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such task order service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform [*Insert title of service to be provided*] as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this task order and the terms and conditions set forth in the master ID/IQ contract.

1.2 **Background:** [*Insert history and/or background information on the services that are to be provided.*]

1.3 **Objectives:** [*Insert a few bullets stating what the basic service objective is.*]

1.4 **Scope:** [*Insert the type of services that are to be performed*]. Services include [*Insert what is included in the services to be provided*]. The Contractor shall accomplish [*Insert what should be accomplished, if applicable*].

1.5 **Period of Performance:** [*State period of performance and option years, if applicable.*] *For example:* The period of performance shall be for one (1) Base Year of 12 months and two (2) 12-month option years. The Period of Performance reads as follows:

- Base Year
- Option Year I
- Option Year II *(If applicable)*

1.6 General Information

1.6.1 Quality Control *(If applicable)*: The Contractor shall develop and maintain an effective quality control plan to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor’s quality control program is the means by which he assures himself that his work complies with the requirement of the contract. *[Insert when and how the QCP is to be delivered, i.e., within 30 days after contract award or with the Contractors proposal if it is an evaluation factor, three copies of a comprehensive written QCP shall be submitted to the KO and COR within 5 working days when changes are made thereafter.]* The Offerors’ QCP must be detailed, containing a systematic approach to monitor daily operations of key and essential functions for providing quality service to the Government, i.e. discrepancy identification procedures, corrective action procedures, prevention procedures for occurrence/re-occurrence of discrepancies, trend analysis usage, and customer feedback utilization. Such QCP requirements will increase the likelihood of successful contract performance. After acceptance of the quality control plan the Contractor shall request the contracting officer’s acceptance in writing of any proposed change to his QC system.

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

1.6.3 Recognized Holidays: *[State if the Contractor is or is not required to perform services on holidays.]*

- |                                   |                  |
|-----------------------------------|------------------|
| New Year’s Day                    | Labor Day        |
| Martin Luther King Jr.’s Birthday | Columbus Day     |
| President’s Day                   | Veteran’s Day    |
| Memorial Day                      | Thanksgiving Day |
| Independence Day                  | Christmas Day    |

1.6.4 Hours of Operation: The Contractor is responsible for conducting business, between the hours of *[Insert the appropriate hours for your organization]* Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this task order will be performed at *[Insert the place of performance, i.e., Contractor facility or government facilities]*.

1.6.6 Type of Contract: The Government will award a (Type of task order to be determined by TOCO and the customer).

1.6.7 Security Requirements: Contractor personnel performing work under this task order must have a [Insert the level of security required, if applicable] at time of the proposal submission, and must maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD254 (The unit security monitor is responsible for initiating this form).

1.6.7.1 Physical Security: The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. (Insert the following sentence, if performing in a government facility.) At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.7.2 Key Control (If applicable). The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include 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 Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.2.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.7.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.7.3 Lock Combinations (If applicable). The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.6.8 Special Qualifications: [Insert any special certification requirements for employees if deemed appropriate i.e. The Contractor is responsible for ensuring all employees possess and maintain current Information Assurance Technician (IAT) Level I professional certification during the execution of this task order.]

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in

accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Task Order Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the task order and assists in task order administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the task order: perform inspections necessary in connection with task order performance: maintain written and oral communications with the Contractor concerning technical aspects of the task order: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The follow personnel are considered key personnel by the government: *[Insert the titles of the key personnel i.e., task order manager/Alternate task order manager, Systems Engineer, etc.]* The Contractor shall provide a task order 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 manager is absent shall be designated in writing to the contracting officer. The task order manager or alternate shall have full authority to act for the Contractor on all task order matters relating to daily operation of this task order. The task order manager or alternate shall be available between *[Insert the hours, i.e., 8:00 a.m. to 4:30p.m.]*, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. Qualifications for all key personnel are listed below: *[Insert the qualifications for all key personnel, i.e., 1.6.12.1 Task order Manager and Alternate, 1.6.12.1.1 The Task order Manager and Alternate must have 24 semester hours in mathematical, engineering, and/or quantitative analysis courses; 15 or more years cost analysis experience; and familiarity with Defense Department Data Sources (e.g. cost and software data reporting, EVM), 1.6.12.2 Systems Administrator, 1.6.12.2.1 The Systems Administrator must have a high degree of expertise with the following systems/protocols: Microsoft Server 2000 and XP operation and administration, and Network Administration.]*

1.6.12 Identification of Contractor Employees: All task order personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. *[Indicate if Contractor personnel will be required to obtain and wear badges in the performance of this service.]*

1.6.13 Contractor Travel (If applicable): *[Insert any travel requirements.]* For example: Contractor will be required to travel CONUS and within the NCR during the performance of this task order to attend meetings, conferences, and training. The Contractor may be required to travel to off-site

training locations and to ship training aids to these locations in support of this PWS. *Required language should travel be needed:* Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this task order. All travel requires Government approval/authorization and notification to the COR. *For proposal purposes, a Not to exceed amount for travel can be established or you can include in your IGCE and the workload summary , a projected listing of travel locations to include frequency and number of persons required to travel so the offerors can provide pricing.*

1.6.14 Other Direct Costs *(If applicable): [Insert what the other direct costs requirements will be. These costs must be preapproved by the contracting officer]* *For example:* This category includes travel (outlined in 1.6.13), reproduction, and shipping expenses associated with training activities and visits to Contractor facilities. It could also entail the renting of suitable training venues.

1.6.15 Data Rights *(If applicable):* The Government has unlimited rights to all documents/material produced under this task order. All documents and materials, to include the source codes of any software, produced under this task order shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.16 Phase In/Phase Out Period *(If applicable):* To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the [*Insert the time period, i.e., sixty (60) day, thirty (30) day, etc.*] phase in/ phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the task order start date.

## PART 2

### DEFINITIONS & ACRONYMS

(This section includes all appropriate terms and phrases for this PWS. The definition must be clear and concise, not ambiguous. Carefully consider each definition because they will be binding for the duration of this task order, unless modified. In addition, include a complete listing of all acronyms and words or phrases they represent.)

#### 2. **DEFINITIONS AND ACRONYMS:**

2.1. **DEFINITIONS:** [*List any terms used within the PWS that require further definition. At a minimum, insert the definitions provided below*].

2.1.1. **CONTRACTOR.** A supplier or vendor having a task order to provide specific supplies or service to the government. The term used in this task order refers to the prime.

2.1.2. **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.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the task order. 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 task order, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the task order.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered but may include non-physical things such as meeting minutes.

2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a task order by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet task order requirements.

2.1.11. **SUBCONTRACTOR.** One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. WORK DAY. The number of hours per day the provides services in accordance with the task order.

2.1.12. WORK WEEK. Is defined as Monday through Friday, unless specified otherwise.

2.2. ACRONYMS: [*List all acronyms used in the PWS and what they represent. At a minimum, insert the acronyms provided below*].

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
MAIDIQ	Multiple Award Indefinite Delivery/Indefinite Quantity
MCoE	Maneuver Center of Excellence
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
TE	Technical Exhibit
TO	Task Order
TOCO	Task Order Contracting Officer

## PART 3

### GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

*(This section should identify those items such as property, information and/or services that will be provided for the Contractor's use (without cost to the Contractor) to allow them to provide the required services, such as materials, facilities, training, etc. Examples provided below.)*

#### **3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. Services *(If applicable)*: The Government will provide [*Insert the services that will be provided, i.e., may include personnel to assist with production set-up*].

3.2 Facilities *(If applicable)*: The Government will provide [*Insert what facilities will be provided, i.e., the necessary workspace for the Contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment*].

3.3 Utilities *(If applicable)*: The Government will provide [*Insert what utilities will be provided, i.e., all utilities in the facility will be available for the Contractor's use in performance of tasks outlined in this PWS.*] *If utilities are furnished, the following is required:* The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

3.4 Equipment *(If applicable)*: The Government will provide [*Insert what equipment will be provided and/or what the Contractor will have access to, i.e., scanners fax machines, printers, shipping crates, lighting and sound, etc.*].

3.5 Materials *(If applicable)*: The Government will provide [*Insert what materials will be provided, i.e., Standard Operating Procedures and Policies.*].

## PART 4

### CONTRACTOR FURNISHED ITEMS AND SERVICES

*(This section is used to identify the materials and equipment that the Contractor must provide. Examples provided below.)*

#### **4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 General *(If applicable)*: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this task order that are not listed under Section 3 of this PWS.

4.2 Secret Facility Clearance *(If applicable)*: The Contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this task order shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Attachment [*Insert the attachment number*].

4.3. Materials *(If applicable)*. The Contractor shall [*Insert what materials will be provided, i.e., furnish materials, supplies, and equipment necessary to meet the requirements under this PWS*].

4.4. Equipment *(If applicable)*. The Contractor shall [*Insert what equipment will be provided, i.e., furnish tractors, lighting and sound, containers, etc. to meet the requirements under this PWS*].

PART 5  
SPECIFIC TASKS

*(This section is the heart of the PWS. All of the services to be performed under the task order should be described in sufficient detail here. This includes all general tasks required by the Government.)*

**5. Specific Tasks:**

5.1. Basic Services. The Contractor shall provide services for [*Insert the services and/or tasks to be provided by the Contractor*].

5.2. Task Heading. (*If applicable*) [*Insert the specific task to be provided in sequential order, i.e., 5.2, 5.3, etc. by the Contractor*]

5.3. CONTRACTOR MANAGEMENT REPORTING (CMR) (*Only applies to Army Customers*): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address <https://Contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also know as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated 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) Estimated 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). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

PART 6

APPLICABLE PUBLICATIONS

*(In this section list any publications, manuals, and/or regulations that the contractor must abide by. See example provided below.)*

**6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)** *(If applicable): (In this section list any publications, manuals, and/or regulations that the contractor must abide by. See example provided below.)*

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. *(For example, insert AR 25-2, AR 530-1.)*

## PART 7

### ATTACHMENT/TECHNICAL EXHIBIT LISTING

*(Under this section list all attachments and technical exhibits that will be useful for the contractor to submit an appropriate proposal.)*

#### **7. Attachment/Technical Exhibit List:**

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary *(This document is required for every PWS. See attached example for format.)*

7.2. Attachment 2/Technical Exhibit 2 – Deliverables Schedule *(This document is required for every PWS. See attached example for format.)*

7.3 Attachment 3/Technical Exhibit 3 – Estimated Workload Data *(This document should be made available if historical data exists. See attached example for format.)*

## Technical Exhibit 1

### Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective  <i>(The Service required—usually a shall statement)</i>	Standard	Performance Threshold  <b>(This is the Maximum Error Rate. It could possibly be “zero deviation from standard)</b>	Method of Surveillance	Frequency
<b>Timeliness of Performance</b>	The Contractor adhered to all schedule timelines, milestones, delivery schedules and administrative requirements that contribute to, or effected schedule variance, to include scheduled on-time delivery of reports, data products, billing invoices, staffing of personnel, and action items.	All deliverables were complete, accurate, and delivered on time with no more than one discrepancy during the surveillance period with effective corrective action taken on the discrepancy to prevent reoccurrence. Services are unacceptable if more than one discrepancy was identified or if the discrepancy was for a previously identified performance issue whereby corrective action failed to prevent reoccurrence.	Contractor Quality Control Records, Contractor Monthly Status Report, and Government Quality Assurance Surveillance Records	Monthly
<b>Cost Control (Task Orders with Cost, T&amp;M, and/or LH CLINs)</b>	Contractor was effective in forecasting, managing, and controlling cost, including reporting and analyzing variances in accordance with the contract terms and conditions. Contractor complies with Limitation of Cost, invoicing, and availability of funding contract terms and conditions.	No more than one discrepancy in maintaining cost, whereby cost increases occurred without a commensurate increase in performance level. Corrective action prevents reoccurrence. Services are unacceptable if more than one discrepancy was identified or if the discrepancy was for a	Contract terms and conditions, Contractor Monthly Status Report, Contractor monthly invoices, Government Quality Assurance Surveillance Records, WAWF	Monthly

		previously identified performance issue whereby corrective action failed to prevent reoccurrence.		
<b>Quality of Product/ Services</b>	The Contractor provided quality services/products and management oversight in all functional areas and acquisition processes. The Contractor provided accurate data/reports, met task order objectives, with emphasis on overall success and positive impact to the acquisition program and organizational mission.	No more than one deficiency during the surveillance period. Corrective action prevents reoccurrence. Services are unacceptable if more than one deficiency is identified or if the discrepancy was for a previously identified performance issue whereby corrective action failed to prevent reoccurrence.	Contractor Quality Control Records, Contractor Monthly Status Report, and Government Quality Assurance Surveillance Records	Monthly
<b>Management of Personnel</b>	The contractor provided qualified personnel, with appropriate skills and experience. The Contractor provided effective management of all personnel, to include the selection, retention, training, support, and replacement, when necessary (e.g., employee is not qualified to perform assigned tasks, or if disruptive personality conflicts and/or behavioral problems arise.)	No more than one validated customer complaint during the surveillance period with corrective action to prevent reoccurrence. Services are unacceptable if more than one validated customer complaint was received or if the complaint was for a previously identified performance issue whereby corrective action failed to prevent reoccurrence.	Contractor Quality Control Records, Contractor Monthly Status Report, and Government Quality Assurance Surveillance Records	Monthly

*The following listing provides various types of Surveillance as examples to select from and should not be included on the final document:*

*Random Sampling: Appropriate for frequently recurring tasks. Evaluate randomly selected samples of the lot to determine the acceptability of the entire lot.*

*Random Inspection Guide, Method of surveillance, Lot size, Sample size, Performance requirement, Sampling procedure, Inspection procedure*

100 Percent Inspection: *Appropriate for tasks that occur infrequently. Inspect and evaluate performance each time task is performed*

Periodic Surveillance: *Evaluation of samples selected on other than 100% or statistically random basis. (i.e. monthly, quarterly, semi-annually etc.)*

Validated Customer Complaint: *Complaints must be validated.*

**NOTE: YOU MAY ALSO IDENTIFY ANY SURVEILLANCE METHOD USED IN THE COMMERCIAL MARKET TO SURVEY THE REQUIRED SERVICE. (THIS WILL BE DISCOVERED WHEN MARKET RESEARCH IS CONDUCTED).**

**TECHNICAL EXHIBIT 2**  
**DELIVERABLES SCHEDULE**

*(This technical exhibit lists any reports or documentation that is required as a deliverable to include the frequency, # of copies, medium/format and who/where it is to be submitted. A deliverable is anything that can be physically delivered but may include non-physical things such as meeting minutes. Note: All PWS deliverables should be included in this exhibit.)*

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
<i>[Insert the deliverable, i.e., the DoD Business Process and Agency Operating Models Report and the PWS paragraph number, i.e., PWS paragraph 5.5.]</i>	<i>[Insert how often it is to be provided, i.e., by the 5<sup>th</sup> of every month, within 30 days of task order award, etc.]</i>	<i>[Insert the number of copies, i.e., 1 original and 2 copies, how often it is to be provided, i.e., by the 5<sup>th</sup> of every month, within 30 days of task order award, etc.]</i>	<i>[Insert the medium/format that the deliverable is to be provided in, i.e., paper (hard copy), CD in MS Word, DVD, Briefing Slides on CD, Excel Spreadsheet, etc.]</i>	<i>[Insert where the deliverable is to be delivered, i.e., Name of Activity, ATTN: POC, and Address.]</i>
<i>[Continue to insert the deliverables in accordance with the example provided above.]</i>	<i>[Same as above.]</i>	<i>[Same as above.]</i>	<i>[Same as above.]</i>	<i>[Same as above.]</i>
<i>[Same as above.]</i>	<i>[Same as above.]</i>	<i>[Same as above.]</i>	<i>[Same as above.]</i>	<i>[Same as above.]</i>
<i>[Same as above.]</i>	<i>[Same as above.]</i>	<i>[Same as above.]</i>	<i>[Same as above.]</i>	<i>[Same as above.]</i>

**TECHNICAL EXHIBIT 3**  
**ESTIMATED WORKLOAD DATA**

*(This technical exhibit lists the historical workload data, i.e., the hours previously performed under the PWS by labor category. This workload data should be used to prepare the Independent Government Cost Estimate (IGCE), if available. Note: Based on the PWS, historical workload data can be provided in other formats, i.e., the volume of tasks order issued over a five year period, the number of users by locations requiring support, etc.)*

ITEM	NAME	ESTIMATED FTEs*	ESTIMATED HOURS
1	<i>[Insert the Labor Category, i.e, Task order Manager, etc.]</i>	_____	<i>[Insert the number of hours, i.e., 200 HRs, etc.]</i>
2	<i>[Continue to insert the Labor Categories, using example provided above.]</i>	_____	<i>[Same as above.]</i>
3	<i>[Same as above.]</i>	_____	<i>[Same as above.]</i>
4	<i>[Same as above.]</i>	_____	<i>[Same as above.]</i>
5	<i>[Same as above.]</i>	_____	<i>[Same as above.]</i>

\* Full Time Equivalents

**Request for Task Order Response (RTOP)**  
**Attachment 4 - Quality Assurance Surveillance Plan**

**FOR**

**Task order:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**1. PURPOSE.** This QASP is a Government developed document used to ensure that the Government receives quality services, and pays only for services actually provided. The QASP provides a systematic method to evaluate the services the Contractor is required to furnish.

**2. SCOPE.** The role of Government Quality Assurance is to ensure task order standards are achieved. The QASP provides guidelines and methods for the Government's oversight of the Contractor's quality control efforts to assure timely, effective services are provided IAW the contract/order. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the task order.

**3. ROLES AND RESPONSIBILITIES.**

**Task Order Contracting Officer (TOCO)** - A person duly appointed with the authority to enter into, administer and terminate contracts/task orders on behalf of the Government. The TOCO is the only person who can legally commit the Government and only the TOCO, as the Government's agent, can modify the contract/order. The KO is the final authority for determining the adequacy of the Contractor's performance. TOCO decisions arising under or relating to the contact are final.

**Contracting Officer's Representative (COR)** – An individual designated in writing by the TOCO to perform specific technical and administrative functions within the scope and limitations of their written appointment (e.g., surveillance of Contractor's performance, accept services). The COR is not empowered to make any contractual commitments or authorize any changes to the order/contract or in any way obligate additional funds by the Government; such authority rests solely with the KO.

**Quality Assurance Evaluator (QAE)** – An individual designated by the requiring activity to assist the COR and provide technical oversight of the Contractor's performance. The QAE's primary duty is to monitor the Contractor's performance by physically checking to see that tasks are completed, reports are submitted, and desired outcomes are achieved. When a surveillance observation results in an unacceptable evaluation, the QAE will report the unacceptable performance to the COR. The QAE is not authorized to direct work, offer advice on how the work should be performed, change the task order, or in any way obligate payment of funds by the Government.

**4. METHODS OF SURVEILLANCE.** Surveillance is performed by the Government to provide objective quality evidence that there is a reasonable level of confidence that the services provided by the Contractor have met all the requirements of the task order before authorizing payment. The primary methods of surveillance are periodic inspections and customer feedback.

Periodic Inspection: Inspections are planned at specific intervals or dates as determined by the surveillance schedule. Periodic inspections will be performed regularly, yet randomly, during all hours of the Contractor's training. Periodic inspections may be performed more frequently if the COR/QAE discovers the quality of the Contractor's performance is less than acceptable.

Customer Feedback: Customer feedback is firsthand information from the actual users of the service and is typically obtained via telephone or email. Customer complaints obtained via telephone must be followed up in writing/email. The customer complaint must clearly articulate the nature of the complaint, time, date, etc. The COR/QAE will validate the complaint within 24 hours of receipt, complete the validation section on DA Form 5477-R, Customer Complaint Record, and forward a copy to the KO for resolution with the Contractor. The TOCO will return a copy of the completed and signed DA Form 5477-R to the COR for inclusion in the contract/order file. If the COR/QAE determines a complaint is invalid, rationale will be cited in the validation section and retained for future reference. Customer feedback will be used to supplement other forms of performance evaluation, but will not be a primary method of evaluating the Contractor's performance.

## **5. SURVEILLANCE PROCEDURES.**

a. The COR will develop a monthly schedule of surveillance activities based on the Performance Standards as outlined in the contract/order and Performance Requirements Summary, as applicable, as well as any other critical contractual requirements the COR determines to be higher risk requiring oversight. The surveillance outlined in the monthly schedule will be as detailed and in-depth as necessary to provide the Government with the objective quality evidence required to support acceptance of a monthly task order invoice. The schedule should provide periodic surveillance during all required hours of the Contractor's operation including nights and weekends. The schedule is "FOR OFFICIAL USE ONLY" and is not releasable to anyone other than authorized Government personnel. The schedule will identify the date of inspection, activity to be monitored, and who will conduct the surveillance (dates and times can be altered without a formal change to the schedule as long as all inspections are performed). The DA Form 5475-R, COR/QAE Surveillance Schedule, may be used for this purpose. The monthly schedule will be completed no later than seven calendar days prior to the beginning of the period it covers and a copy forwarded to the TOCO for information and review.

b. The COR/QAE will monitor performance in accordance with the schedule and will ensure all services required by the order/contract are successfully performed. All inspections will be documented and include as a minimum date and time, who performed the inspection, what was inspected, to what standard and the results. Successful or exceptional performance will be documented as well as deficiencies in Contractor performance. Documentation will be maintained for future reference, audit, and proof of inspection. Any uncorrected unacceptable observation will result in an unacceptable rating, a corrective action request to the Contractor and notification to the KO.

c. The COR will notify the Contractor, in person, each time an unacceptable observation has been recorded and ask the Contractor to correct the problem. The COR/QAE will record the task order requirement, the specific deficiency to the requirement, the date and time it was discovered, and have the Contractor initial the entry. The Contractor will be given two working days after notification to correct the deficiency in accordance with requirements of the task order. Deficiencies that cannot be corrected within two working days will be reported to the Contracting Officer.

d. The COR will report more serious (systemic in nature) deficiencies or recurring deficiencies in the same area that could indicate a trend by using DA Form 5479-R, Contract Discrepancy Report

(CDR). The CDR will state the Contract Requirement, the specific contract reference and the specific nonconformance to the requirement. The COR will forward copies of CDRs to the TOCO within one working day. The KO will notify the Contractor and request corrective action. The KO may require the Contractor to re-perform any services that do not meet task order requirements at no additional cost to the Government. The Contractor will return a copy of the completed and signed CDR to the TOCO for inclusion in the contract/order file.

e. The COR/QAE will re-inspect services that were found deficient to ensure corrections were made within the timeframe outlined in the task order or other agreed upon time. The COR/QAE will not consider the services complete until all deficiencies have been corrected. Contractor's failure to complete corrective actions will be reported immediately to the TOCO for further action.

f. The COR/QAE will accept the services provided and authorize payment, typically on a monthly basis or upon satisfactory completion of the work. This is done by approving the Contractor's invoice in Wide Area Workflow.

g. The COR/QAE will submit a brief monthly activity report to the TOCO which will include the next months surveillance schedule, summary of inspections performed and results, summary of customer feedback, summary of task order discrepancies and corrections, recommendations, invoices accepted and any other pertinent activities.

**6. PERFORMANCE STANDARD.** The performance standard, as set forth in the PWS/PRS, is the standard the Contractor must meet for a particular Performance Objective to be deemed acceptable. The maximum degree of deviation from the requirement is the percent defective or the maximum number of defects per month that can be reached without the performance being considered overall unsatisfactory for a particular Performance Objective. Exceeding the number of defects or percent will cause the service to be deemed unsatisfactory.

**7. QUALITY ASSURANCE SURVEILLANCE FILE:** The COR/QAE file shall contain:

a) Copy of the COR appointment letter from the KO, any changes to that letter, and any termination letters; b) Training Certifications for COR; c) Copy of the task order and all contract modifications; d) Copy of the applicable Quality Assurance Surveillance Plan (QASP); e) Copy of the contractor's Quality Control Plan (QCP); f) All correspondence initiated by authorized representatives (Contractor or Government) concerning performance of the task order; g) Names, position titles and contact information of all key personnel assigned to this task order both Government and Contractor; h) Monthly surveillance schedules & Surveillance Checklists; i) Records of all inspections performed and the results; j) Customer Feedback; k) Memoranda for record of minutes of any meeting, telephone conversations and discussions with the contractor or others pertaining to the task order or task order performance; l) Documentation pertaining to acceptance of services, reports or data.

**8. RECORDS:** All records will be retained for the life of this task order. The COR/QAE will forward these records to the KO upon completion of the contract/order.

**9. CHANGES:** The QASP is a living document and, as such, may be changed as needed. However, the KO must approve changes. The COR will submit recommended changes to the TOCO for approval.

## Request for Task Order Response (RTOP)

### Attachment 5 – Submission Instructions/Evaluation Criteria

#### 5-A Instructions

1. The submission instructions are designed to provide general guidance for preparing responses as well as providing specific instructions on response organization, format, and content. Offerors shall include all documents and information requested and should be submitted in accordance with the instructions. The Offeror is cautioned to follow the instructions carefully, as the Government reserves the right to make an award based on initial responses received without discussion of such response.

2. Offerors shall submit a response that is self-sufficient and responds directly to the requirements of the Request for Task Order Proposal (RTOP). The response should be clear, concise, and include adequate detail for effective evaluation. The response should not simply rephrase or restate the Government's requirements, but rather provide convincing rationale to address how the Offeror intends to meet the requirements of the RTOP. The response should contain sufficient information to enable the Government to fully evaluate and determine the Offeror's capability to comply with the requirements identified in the RTOP. Responses that are overly verbose or include marketing material may distract from the evaluators ability to ascertain compliance with the RTOP.

3. Offerors shall submit a response that describes the procedures, processes, controls, etc. that are established for this RTOP. The Offeror shall provide any assumptions upon which your approach/solution is based, and the rationale supporting the assumption (i.e., why do you believe the assumptions are valid). Express your best understanding of the ramification inherent in the TO. Discuss alternatives considered, risks involved, impact to the missions (both detriment, as well as efficiency), impacts from external sources, etc. Provide any other explanations or supporting data (matrix, charts, or other graphics) determined necessary for the Government to fully understand the Offeror's methodology and approach.

4. In the event that travel is authorized in support of this task order, all travel charges shall be authorized in advance. Contractor travel charges will be invoiced in accordance with the current volume of the Government Joint Travel Regulations (JTR). Fee/profit on travel is not allowed.

5. Wage Determination No.\_\_\_\_, Revision\_\_\_\_, dated XX Month, XXXX applies to this task order.

6. The Offeror shall provide its response with a cover sheet that contains the company's name, address and telephone number, name and title of the person authorized to sign and negotiate the TO, offer validation period of sixty (60) days, RTOP number *{INSERT RTOP NUMBER}*, and the original date of response. The original date shall be located in the upper right hand corner of the cover sheet.

7. Response Organization and Format: The response should consist of two (2) volumes. The volumes are: Volume I – Technical Submission and Volume II – Price Submission. All required copies are due by *XX Month year, no later than X:XX p.m. EDT*. Responses should be submitted to the following address:

**Regular Mail:**

**Via Express Carrier:**

*{INSERT APPROPRIATE MAILING ADDRESSES}*

8. Responses must comply with the page limitations and format specified for each volume. Information submitted beyond limitations identified could negatively impact the evaluation during the rating process. The follow-on paragraphs provide the specific information required for each volume.

<b>Volume</b>	<b>Format</b>	<b>Page Limitation</b>	<b>Number of Copies</b>
Volume I – Technical Submission	MS Word or PDF	20 (Excluding the table of contents)  (8.5 x 11 inch paper; 12 Font or larger)  Fold-outs used for charts, tables (May not exceed 11” x 17”; 12 Font or larger)	1 Original, 3 Copies 1 CD ROM
Volume II – Price Submission	Price Data in Excel	None (8.5 x 11 inch paper or 11x17 fold outs; 12 Font or larger)	1 Original, 1 Copy 1 CD ROM

9. Format for responses to Volumes I and II must be as follows:

- A page is defined as one face of a sheet of paper containing information. Foldouts will be counted as two pages.
- Typing must not be less than 12 font.
- The table of contents does not count against the 20 page limitation.
- Documents supporting Relevant Experience do not count against the 20 page limitation.
- Elaborate formats, bindings or color presentations are not desired or required.

10. **Volume I - Technical Submission.** Volume I should be clearly marked “**Volume I - Technical Submission, {INSERT RTOP NUMBER}**”, and shall include the Offeror’s technical submission. Volume I shall consist of a written narrative that is the Offeror’s proposed solution to the requirement contained in the Performance Work Statement (PWS) and Performance Requirements Summary (PRS) for this TO. The technical discussion should be practical, straightforward, specific, concise, and complete. **Volume I should not include price information.** Technical submission should be segregated and partitioned into three separate sections, as described below. Each section should include a table of contents. A list of attachments, exhibits, tables, and figures, as required, may be provided. ***The table of contents will not count against the 20 page limitation.***

**However any attachments, exhibits, tables, and figures will count against the 20 page limitation.**

Technical Response: Offerors shall demonstrate an understanding of the tasks required through a comprehensive discussion of each of the following:

a. Technical/Staffing Approach. Offeror shall demonstrate a thorough knowledge and understanding of how to fulfill and staff the Government's requirement. Each response should include sufficient information to describe the offeror's procedures, processes, controls, etc. that are established at the contract level and employed at the TO level. The Offeror shall specifically identify and explain their process to achieve full capability of performance (offeror shall ensure process and description at a minimum includes a timeline of events and describe how the offeror will support the PWS); identify and explain how they will be staffed to include identifying necessary skill sets and specific qualifications (to include security clearances) to complete each task; how work will be scheduled (including use of any automated systems or workloading procedures); and/or assumptions of Government support. For depicting staffing, offerors shall provide the following information:

i. Provide manpower matrices showing the proposed list of labor categories and total overall manning by functional area and supervisory level for each performance period. Separate sets of matrices are required for the base task order period of performance and each of the option years. This list of labor categories must be a subset of the labor categories that have been incorporated into basic ID/IQ contract.

ii. Clearly depict the total number of productive man-hours and associated Full Time Equivalents (FTE's) for each proposed labor category. All cross utilization of the labor force shall be clearly explained and depicted. Offeror shall also describe approach for backfilling positions identified for cross training/cross utilization.

***{INSERT ANY OTHER SPECIFIC TECHNICAL APPROACH REQUIREMENTS}***

b. Program Management Approach. The Offeror shall demonstrate the program management methods to be employed to accomplish the technical requirements of the PWS and PRS. In the event that subcontractors are proposed, discuss your communications and internal control plans that will ensure successful satisfaction of the requirements. Discuss how you will update the Government and bring matters to the attention of the Government. Discuss your performance, schedule, and cost/price control plans. Discuss the need for, and your approach to, adding team members at the task order level to satisfy the unique requirements of this task order (if applicable)

***{INSERT ANY OTHER PROGRAM MANAGEMENT APPROACH REQUIREMENTS}***

11. Volume II – Price Submission. The price submission should be clearly marked “Volume II, Price Submission, ***{INSERT RTOP NUMBER}***.”

a. The Offeror shall include a price response per the Contract Line Item Number (CLIN) Structure shown in Attachment 2. The Offeror shall submit a completed CLIN Structure (Attachment 2) which includes a firm-fixed price for each CLIN.

b. The response shall include the labor/pricing matrix(ces) for the phase-in, base period, and the option periods. The labor/pricing matrix (ces) should include labor categories as identified in the basic contract, ON/OFF Site CAP rates as identified in the basic contract, the Discount rate (if applicable) the number of full time equivalents (FTEs), the number of total hours per labor category, and the total dollar value. The Offeror shall include a comparison between the labor categories/hourly rates proposed in this task order to your Labor/Pricing Matrix(ces) in the basic ID/IQ contract. Offerors shall also annotate any discounts.

**BASE YEAR:**

LABOR CATEGORY AS PROPOSED IN MASTER CONTRACT	CAP RATE (ON/OFF SITE) AS PROPOSED IN MASTER CONTRACT	DISCOUNTED RATE	NO. of FTE's	HOURS	TOTALS
					\$
					\$
					\$
<b>TOTAL DOLLAR VALUE</b>					\$

c. All information relating to the proposed price must be included in both hard copy and electronic format. Electronic versions of the price response should be submitted on a CD in MS Office Excel format, and shall not be read only or password protected. All formulas, lookup tables, and links should be intact, and no links should exist to files not included with the response. Spreadsheets shall not contain hidden worksheets. PDF or flat files will not be considered adequate. The hard copy version will take precedence for any differences noted between the hard and electronic versions of a response. Failure to comply with these formatting requirements may result in rejection of your response.

**2-B Evaluation Criteria (Trade-off)**

The evaluation factors for this TO are Technical Approach, Program Management Approach, and Price. For evaluation purposes, the Technical Approach is the most important factor and is significantly more important than the Program Management Approach. When combined the Technical Approach and Program Management Approach are significantly more important than price. The Technical Approach and Program Management will be assigned an adjectival rating based on the definitions in the table below. The Price factor will be evaluated as discussed in paragraph D - Price Factor of this section.

Combined Technical/Risk Adjectival Ratings

COLOR	ADJECTIVAL RATING	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

## **2-B Evaluation Criteria (Lowest Price Technically Acceptable - LPTA)**

**The Government will use the criteria set forth below to evaluate and select the TO awardee.**

a. Technical/Staffing Approach Factor. The Offeror must demonstrate the capability to provide a technical approach as required by the RTOP. The technical /staffing approach response shall contain sufficient quantitative details (without reference to cost or price) to permit a complete and accurate evaluation of the approach from strictly a technical viewpoint. Higher consideration will be given to the Offeror's proposed approach that demonstrates:

*{INSERT TECHNICAL APPROACH EVALUATION CRITERIA}*

b. Program Management Approach Factor. The Offeror shall demonstrate the capability to provide program management as required by the PWS and PRS. The Offeror's approach shall demonstrate:

*{INSERT PROGRAM MANAGEMENT APPROACH EVALUATION CRITERIA}*

c. Price Factors. The responder's price submission will be evaluated considering the response to the task order and the pricing matrix of the TO. The techniques and procedures described under FAR Part 15.404 will be the primary means of assessing price submission reasonableness. To be viable for award, responder's price must be determined fair and reasonable. The Government price team will evaluate responder's price submission for reasonableness based on the following:

(1) Reasonableness will be determined by comparing the responder's total cost proposed to the total costs proposed by the other responders. Additionally, total proposed prices may be compared to the Independent Government Estimate (IGE) to determine the reasonableness of price.

(2) The responder's price submission shall represent the responder's best efforts to respond to the RTOP. Any inconsistency between promised performance and price shall be explained in the submission. For example, if unique, innovative approaches are the basis for an unusually low price, the nature of these approaches and their impact on price shall be explained. If a responder proposes to absorb a portion of price, the responder must also explain the impact on the estimated price. Any significant inconsistency, left unexplained, may raise a fundamental question of the responder's understanding of the nature and scope of the work required in the task order, and of the responder's ability to perform the tasks within the fiscal constraints thereof, and may be cause for rejection of the submission. The burden of proof for price credibility rests with the responder.

(3) As part of price evaluation, the Government will evaluate its option to extend services (see FAR clause 52.217-8) by adding one-half of the offeror's final option period to the offeror's total price .

## **5-C Basis of Award**

a. The response evaluation and discussion procedures in Federal Acquisition Regulation (FAR) Part 15, Contracting by Negotiation, does not apply to this acquisition. TO evaluation procedures will be conducted in accordance with FAR Part 16, and supplements thereto. The Government will not establish a competitive range; conduct "discussions" with all responders within a competitive range, or request final revision response from responders. Therefore, initial responses should include the responder's best terms from a price and technical standpoint. Although the Government does not anticipate conducting discussions; the Government does reserve the right to make clarifications or request revised responses if later determined by the Contacting Officer to be necessary. Additional oral or written information from one or more responder's may be requested, but not necessarily from all.

b. The Government intends to award a single task order to the responder whose response, conforming to the RTOP and the PWS, provides the overall best benefit to the Government. The Government will assign an adjectival rating to the Technical/Staffing Approach and Program Management Approach and will use a tradeoff process between non-price factors and price factors to determine the task order awardee. The Government may select other than the lowest evaluated price response for award. The response selected for award will be the response that is determined more advantageous to the Government, and if other than the lowest price, the adjectival rating justifies awarding to the higher priced response.

**ATTACHMENT 4**

**MCoE TRAINING & SUPPORT SERVICES MAIDIQ DELEGATION OF CONTRACT  
AUTHORITY (DCA) REQUEST FORM**

**Part I – Requestor Information:**

Customer POC: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate POC: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Organization and Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delegated Contracting Official (DCA/KO): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Organization and Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DCA/KO Warrant Authority Amount: \_\_\_\_\_

**Part II – Type of Delegation Requested:**

**Scope of task order:** *(Provide a brief description of the services that are required.)* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Requested Total Amount (including options):** \_\_\_\_\_

**TO Period of Performance:**

<b>From:</b> _____	<b>To:</b> _____

**Special Conditions/Waivers Sought:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part III – KO Duties and Responsibilities:**

1. The DCA is subject to the task order ceiling set by the MCoE Training & Support Services MAIDIQ Administrative Contracting Officer.
2. Task orders must be signed by the warranted United States Contracting Officer servicing the Requiring Activity’s Command, hereinafter designated as the DCA KO, and subject to the monetary limitations contained in your Contracting Officer Warrant Task order funds obligated by DCA KO are limited to funds of the KO’s organization and Command.
3. The DCA KO may appoint a qualified Contracting Officer’s Representative (COR), and delegate certain administrative responsibilities to the COR to assist in the administration of the task order. However, the DCA KO must personally sign the task order (and modifications thereto) issued under this MAIDIQ. The DCA KO remains, at all times, accountable for ensuring compliance with the contract, applicable regulations and procedures, and the Ordering Guide.
4. To the extent applicable, the DCA KO will adopt the Office of Federal Procurement Policy’s (OFPP) guidance that emphasizes the use of performance-based requirements and quality standards in defining contract requirements, source selection, and quality-assurance.
5. The Mission & Installation Contracting Command’s Ombudsman shall be the primary point of contact for reviewing concerns and complaints from contractors regarding competition issues, ensuring that contractors are afforded a fair opportunity to be considered; rendering responses to concerns and complaints from contractors; and may require the contracting officer to take corrective action. If fair opportunity is not provided to all offerors, the result may be task order re-competition.
6. A copy of all Request for Task Orders Proposal (RTOP)/Solicitations/Amendments) and Task Order awards must be forwarded via email to the ACO/Admin Office. The DCA KO files will be made available to the Contracting Officer for a contractual compliance review upon request or as required. Failure to comply with any or all the conditions set for this delegation may result in the termination of a DCA KO appointment.

**Part IV – Certification:**

**By signing this DCA Request form, I certify that I am a fully warranted, Federal Contracting Officer, and that I have read and accept the above conditions of the MCoE Training & Support Services MAIDIQ Delegation of Contract Authority.**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_