SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGES 66		
2. CONTRACT NO. W91247-12-D-0003	3. SOLICITATION NO. W91247-11-R-0002	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 23 Mar 2011	6. REQUISITION/PURCHASE NO.

7. ISSUED BY CODE W91247
MISSION & INSTALLATION CONTRACTING CMND
MICC CENTER - FORT BRAGG
2175 REILLY ROAD STOP A
FORT BRAGG NC 28310-5000
TEL:
FAX: 910-396-8346/7872/5603/4645

8. ADDRESS OFFER TO (If other than Item 7) CODE W91247
MISSION & INSTALLATION CONTRACTING CMND
MICC CENTER - FORT BRAGG
2175 REILLY ROAD STOP A
FORT BRAGG NC 28310-5000
TEL:
FAX: 910-396-8346/7872/5603/4645

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L until 02:00 PM (Hour) local time 12 May 2011 (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	JENNIFER PAYNE	910-394-6253	jennifer.j.zielinsky@us.army.mil

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8): Provided on Individual Task Order

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE 303M3 FACILITY 303M3
PARAMOUNT SOLUTIONS, INC.
DENNIS W. ALEXANDER
3215 S CHEROKEE LN STE 1630
WOODSTOCK GA 30188-4795

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
DENNIS W. ALEXANDER / PRESIDENT/CEO

15B. TELEPHONE NO (Include area code)
770-645-1155 X 222

15C. [ ] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT $0.00

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE W911SF
MISSION & INSTALLATION CONTRACTING CMND
MICC - FORT BENNING
6600 MELOY DRIVE
FORT BENNING GA 31905

25. PAYMENT WILL BE MADE BY CODE PAYIDO
INDIVIDUAL TASK ORDERS
PROVIDED ON INDIVIDUAL TASK ORDERS
FORT BENNING GA 31905

26. NAME OF CONTRACTING OFFICER (Type or print)
GLORIA A. CARR
TEL: 910-907-1991 EMAIL: GLORIA.CARR@US.ARMY.MIL

27. UNITED STATES OF AMERICA
Gloria A. Carr
(Signature of Contracting Officer)

28. AWARD DATE 11-Oct-2011

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

Section A - Solicitation/Contract Form

A.1.0. The contractor's proposal resulting from solicitation W91247-11-R-0002 with Amendments 0001 through 0005 is accepted for this requirement. The proposal, to include Representations and Certifications are herewith incorporated by reference.

A.2.0. This is an Indefinite Quantity/Indefinite Delivery (ID/IQ) contract. The guaranteed minimum for this requirement is $5,000.00 and is applicable ONLY to the base period of performance. There is no guaranteed minimum applicable to any task orders issued during any option period. A task order will be separately awarded to satisfy this guaranteed minimum.

A.3.0. The basic ordering period of performance of the contract is October 15, 2011 through October 14, 2012. The optional ordering periods are included as follows:

OPTION YEAR 1:	15 October 2012 through 14 October 2013
OPTION YEAR 2:	15 October 2013 through 14 October 2014
OPTION YEAR 3:	15 October 2014 through 14 October 2015
OPTION YEAR 4:	15 October 2015 through 14 October 2016

A.4.0. The Contractor's proposed Pricing Matrix is accepted as proposed. The matrix is incorporated in this contract. Discounts for prompt payment shall be offered with each task order.

A.5.0 Preparation of vouchers, billing instructions, and ordering procedures are described in Section G, Section H, and the MCoE Training and Support Services Ordering Guide. Invoicing procedures will be addressed in each individual task order.

A.6.0. Funding will be provided at task order level for each task order.

A.7.0. Individual wage determinations will be requested for the individual Task Order based on the place of performance.

A.8.0 The Government accepts the contractor's certification that no Organizational Conflict of Interest existed at the time of proposal submission through the date of award of this contract. The contractor shall comply with Section H.14.

Section B - Supplies or Services and Prices

ADDITIONAL INFORMATION

B.1.0. The competition for Maneuver Center of Excellence (MCoE) Training and Support Services Multiple Award Indefinite Delivery/Indefinite Quantity ID/IQ contracts was executed through Request for Proposals (RFP): W91247-11-R-0002, which included a total set-aside for small business (Suite 1), and full and open competition (Suite 2). The collective ceiling for all contracts awarded as a result of the RFP is $458 million for a one-year base ordering period and four one-year optional ordering periods. The guaranteed minimum amount for the ID/IQ contracts is $5,000 and is applicable only to the base performance period**.**

B.1.1. In accordance with Section I clause 52.216-22 entitled “Indefinite Quantity”, the minimum guaranteed value under this contract is $5,000 per contract. This contract minimum will be met by the issuance of individual task orders. In addition to the contract minimum, the Government may order additional quantities up to the contract maximum of $458 Million. The contract maximum represents the total requirement for the life of the contract (including options, if exercised).

B.2.0. The Contract Line Item Number (CLIN) structure shall be established individually at the Task Order (TO) level. The Pricing of TOs shall be pursuant to the instructions and limitations provided at Section H, Special Contract Requirements.

B.3.0. The use of Time and Material contract types must be justified and approved by the Task Order Contracting Officer prior to issuance of an Individual Request for Task Order Response.

B.4.0. The adequacy of a contractor’s accounting system must be determined by the Individual Procuring Contracting Officer (at the Task Order level) prior to the award of any cost type task orders.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		458,000,000	Dollars, U.S.	$0.00	$0.00 NTE

FIRM FIXED PRICE (FFP) SERVICES
FFP
Base Year: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).
FOB: Destination

MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0250		458,000,000	Dollars, U.S.	$0.00	$0.00 NTE

TIME & MATERIALS (T&M) SERVICES

T&M

Base Year: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).

FOB: Destination

TOT MAX PRICE $0.00 NTE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0500		458,000,000	Dollars, U.S.	$0.00	$0.00

LABOR HOURS (LH) SERVICE

LH

Base Year: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).

FOB: Destination

TOT MAX PRICE $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0700		UNDEFINED	Dollars, U.S.	UNDEFINED	$0.00

OTHER DIRECT COST (ODC)

COST

Base Year: ODC's shall be in accordance with Section H, Special Contract Requirement. Authorization for Travel shall be approved by the Contracting Officer prior to performance or the travel cost incurred shall not be reimbursed. Prior coordination with the Contracting Officer Representative (COR) is required.

Detailed Contract Line Item specifications shall be included in each individual Task Order resultant from the MCoE ID/IQ contract. ODC's shall not exceed $2.25M.

FOB: Destination

MAX COST $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0900		500	Each	$0.00	$0.00 NTE

CONTRACT MANPOWER REPORTING
FFP
Base Year: Contract Manpower Reporting (CMR) in accordance with Section C, Performance Work Statement (PWS)
NOTE: CMR-$500.00
FOB: Destination

MAX NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		458,000,000	Dollars, U.S.	$0.00	$0.00 NTE
OPTION	FIRM FIXED PRICE (FFP) SERVICES FFP Optional Ordering Period 1: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H). FOB: Destination				
			MAX NET AMT		$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1250		458,000,000	Dollars, U.S.	$0.00	$0.00 NTE

OPTION

TIME & MATERIALS (T&M) SERVICES

T&M

Optional Ordering Period 1: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).

FOB: Destination

TOT MAX PRICE $0.00 NTE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1500		458,000,000	Dollars, U.S.	$0.00	$0.00

OPTION

LABOR HOURS (LH) SERVICES

LH

Optional Ordering Period 1: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).

FOB: Destination

TOT MAX PRICE $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1700		UNDEFINED	Dollars, U.S.	UNDEFINED	$0.00
OPTION	OTHER DIRECT COST (ODC)				

COST

Optional Ordering Period 1: ODC's shall be in accordance with Section H, Special Contract Requirement. Authorization for Travel shall be approved by the Contracting Officer prior to performance or the travel cost incurred shall not be reimbursed. Prior coordination with the Contracting Officer Representative (COR) is required.

Detailed Contract Line Item specifications shall be included in each individual Task Order resultant from the MCoE ID/IQ contract. ODC's shall not exceed $2.25M.

FOB: Destination

MAX COST $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1900		500	Each	$0.00	$0.00 NTE
OPTION	CONTRACT MANPOWER REPORTING				

FFP

Optional Ordering Period 1: Contract Manpower Reporting (CMR) in accordance with Section C, Performance Work Statement (PWS)

NOTE: CMR-$500.00

FOB: Destination

MAX NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		458,000,000	Dollars, U.S.	$0.00	$0.00 NTE
OPTION	FIRM FIXED PRICE (FFP) SERVICES FFP Optional Ordering Period 2: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H). FOB: Destination				
			MAX NET AMT		$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2250		458,000,000	Dollars, U.S.	$0.00	$0.00 NTE

OPTION

TIME & MATERIALS (T&M) SERVICES

T&M

Optional Ordering Period 2: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).

FOB: Destination

TOT MAX PRICE $0.00 NTE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2500		458,000,000	Dollars, U.S.	$0.00	$0.00

OPTION

LABOR HOURS (LH) SERVICES

LH

Optional Ordering Period 2: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).

FOB: Destination

TOT MAX PRICE $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2700		2,250,000	Dollars, U.S.	UNDEFINED	$0.00
OPTION	OTHER DIRECT COST (ODC) COST Optional Ordering Period 2: ODC's shall be in accordance with Section H, Special Contract Requirement. Authorization for Travel shall be approved by the Contracting Officer prior to performance or the travel cost incurred shall not be reimbursed. Prior coordination with the Contracting Officer Representative (COR) is required. Detailed Contract Line Item specifications shall be included in each individual Task Order resultant from the MCoE ID/IQ contract. ODC's shall not exceed $2.25M. FOB: Destination				
				MAX COST	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2900		500	Each	$0.00	$0.00 NTE
OPTION	CONTRACT MANPOWER REPORTING FFP Optional Ordering Period 2: Contract Manpower Reporting (CMR) in accordance with Section C, Performance Work Statement (PWS) NOTE: CMR-$500.00 FOB: Destination				
				MAX NET AMT	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		458,000,000	Dollars, U.S.	$0.00	$0.00 NTE
OPTION	FIRM FIXED PRICE (FFP) SERVICES FFP Optional Ordering Period 3: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H). FOB: Destination				
			MAX NET AMT		$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3250		458,000,000	Dollars, U.S.	$0.00	$0.00 NTE

OPTION

TIME & MATERIALS (T&M) SERVICES

T&M

Optional Ordering Period 3: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).

FOB: Destination

TOT MAX PRICE $0.00 NTE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3500		458,000,000	Dollars, U.S.	$0.00	$0.00

OPTION

LABOR HOURS (LH) SERVICES

LH

Optional Ordering Period 3: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).

FOB: Destination

TOT MAX PRICE $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3700		2,250,000	Dollars, U.S.	UNDEFINED	$0.00

OPTION

OTHER DIRECT COST (ODC)

COST

Optional Ordering Period 3: ODC's shall be in accordance with Section H, Special Contract Requirement. Authorization for Travel shall be approved by the Contracting Officer prior to performance or the travel cost incurred shall not be reimbursed. Prior coordination with the Contracting Officer Representative (COR) is required.

Detailed Contract Line Item specifications shall be included in each individual Task Order resultant from the MCoE ID/IQ contract. ODC's shall not exceed $2.25M.

FOB: Destination

MAX COST $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3900		500	Each	$0.00	$0.00 NTE

OPTION

CONTRACT MANPOWER REPORTING

FFP

Optional Ordering Period 3: Contract Manpower Reporting (CMR) in accordance with Section C, Performance Work Statement (PWS)

NOTE: CMR-$500.00

FOB: Destination

MAX NET AMT $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001		458,000,000	Dollars, U.S.	$0.00	$0.00 NTE
OPTION	FIRM FIXED PRICE (FFP) SERVICES FFP Optional Ordering Period 4: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H). FOB: Destination				
			MAX NET AMT		$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4250		458,000,000	Dollars, U.S.	$0.00	$0.00 NTE

OPTION

TIME & MATERIAL (T&M) SERVICES

T&M

Optional Ordering Period 4: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).

FOB: Destination

TOT MAX PRICE $0.00 NTE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4500		458,000,000	Dollars, U.S.	$0.00	$0.00

OPTION

LABOR HOURS (LH) SERVICES

LH

Optional Ordering Period 4: The Contractor shall provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop and produce training strategies, doctrine, capabilities, analysis, instruction, and products for the current and future force in accordance with the terms and conditions of the contract, Performance Work Statement (PWS) and each individual Task Order (TO). Detailed Contract Line Item specifications shall be included in each individual TO. The quantities specified in this CLIN are for administrative purposes only and represent the total ceiling for the entire MCoE Training & Support Services program which is $458M. The quantities shown DO NOT represent actual or potential requirements. Use this CLIN at the task order level for CLINs of similar type (i.e. FFP, T&M and L/H).

FOB: Destination

TOT MAX PRICE $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4700		2,250,000	Dollars, U.S.	UNDEFINED	$0.00
OPTION	OTHER DIRECT COST (ODC) COST Optional Ordering Period 4: ODC's shall be in accordance with Section H, Special Contract Requirement. Authorization for Travel shall be approved by the Contracting Officer prior to performance or the travel cost incurred shall not be reimbursed. Prior coordination with the Contracting Officer Representative (COR) is required. Detailed Contract Line Item specifications shall be included in each individual Task Order resultant from the MCoE ID/IQ contract. ODC's shall not exceed $2.25M. FOB: Destination				
				MAX COST	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4900		500	Each	$0.00	$0.00 NTE
OPTION	CONTRACT MANPOWER REPORTING FFP Optional Ordering Period 4: Contract Manpower Reporting (CMR) in accordance with Section C, Performance Work Statement (PWS) NOTE: CMR-$500.00 FOB: Destination				
				MAX NET AMT	$0.00

PERFORMANCE WORK STATEMENT

FOR THE PROCUREMENT OF

TRAINING, DOCTRINE, CAPABILITY DEVELOPMENT, ANALYSIS,
INSTRUCTION AND SUPPORT SERVICES

MANEUVER CENTER OF EXCELLENCE
(MCoE)

INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ) CONTRACT

Prepared by:

U.S. ARMY MISSION AND INSTALLATION CONTRACTING COMMAND (MICC)

MICC CENTER – FORT BRAGG

MANEUVER CENTER OF EXCELLENCE

C1.GENERAL: This is a non-personnel services contract to provide support services for the United States Army Maneuver Center of Excellence (MCoE) in its mission to develop training strategies, doctrine, capabilities, analysis, and instruction and products for current and future forces. This requirement is for an Indefinite Delivery/Indefinite Quantity (ID/IQ) Multiple Award Task Order Contract (MATOC) suite to acquire mission support services.

C.1.1 Description of Services/Introduction: The Contractor shall provide all qualified personnel, equipment, supplies, transportation, materials, supervision, and other items and non-personal services necessary to perform support services for the MCoE 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 contract. The Government will not exercise any supervision or control over the Contractor that will be performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

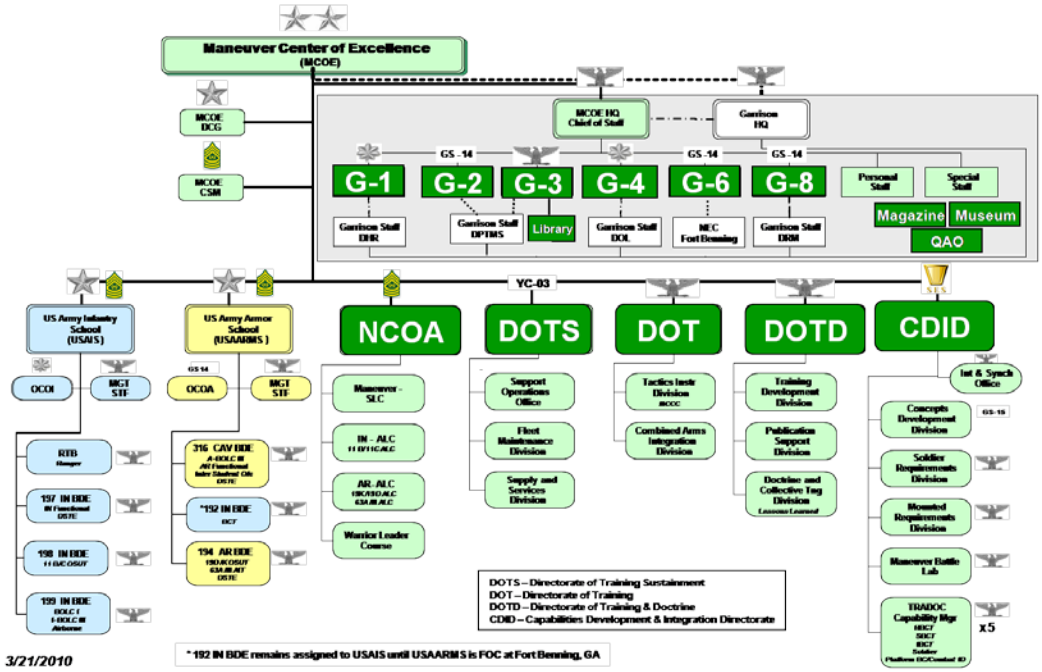
C.1.2 Period of Performance: The ordering period for the MCoE Multiple Award ID/IQ shall be for one (1) Base Year of 12 months and four (4) one-year option periods (see Section F).

C.1.3 Background: The Maneuver Center of Excellence (MCoE) is a military entity created as a direct result of the 2005 Army Base Realignment and Closure (BRAC) Commission's decision to consolidate a number of schools and installations to produce "centers of excellence" by September 2011.

C.1.3.1. Fort Benning is the sixth largest installation in the United States with the third largest troop density. More than 120,000 Soldiers, family members, retirees, civilian employees, and contractor employees work, live, and/or use services on Fort Benning. As Fort Benning transitions to the MCoE, there will be more than 11,000 new jobs on the installation for Soldiers, civilians, and contactor employees and more than $3.5B in construction will be invested on Fort Benning through 2016.

C.1.3.2. The rapid growth of Fort Benning and the MCoE will result in the need for increased support overall. Currently Fort Benning conducts 61 courses. The MCoE transformation will bring 39 new courses impacting contracted labor and services, over 200 new facilities, and 5 new maneuver training areas.

C.1.3.3**. ORGANIZATION:** Figure 1. MCoE Organization.



C.1.4 Objectives: Fort Benning and the Maneuver Center of Excellence will provide trained and adaptive Soldiers and Leaders for an Army at War, while developing future requirements for the individual Soldier and the Maneuver Force and providing a world class quality of life for our Soldiers and Army Families. The MCoE Command priorities are : (1) Fully Support an Army at War; (2) Prepare for the Future; (3) Enhance Quality of Life for Soldiers and Army Families; (4) Operate in a Command Climate of Teamwork, Discipline and Standards and Safety; (5) Fully Transition to the Maneuver Center of Excellence; and (6) Demonstrate Inspired Leadership. Implied in this set of Command priorities is the responsibility to provide the TRADOC with a full spectrum of support in doctrine, training, capability development, and training support products for the Maneuver Force. The MCoE's function is to serve as the user representative in the development of training methodologies and products, concepts, doctrine, organizational requirements, and materiel capability requirements for each functional area, as well as providing instructors to teach classes across the MCoE.

The MCoE has the responsibility to develop training strategies, concepts, and products for the current and future forces, including: the Heavy Brigade Combat Team, Stryker Brigade Combat Team; and Infantry Brigade Combat Team (HBCT/SBCT/IBCT); Airborne, Ranger and Special Forces; as well as other proponent organizations such as the Battlefield Surveillance Brigade (BFSB) and Cavalry organizations. The MCoE accomplishes this mission by: the integration of virtual, constructive, and live training; exploitation of existing and emerging technologies; and, training, doctrine and capability development.

C.1.5 Scope: The MCoE requires contractor knowledge, expertise, and services to support Department of the Army (DA) and Department of Defense (DoD) 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

C.1.5.1. The authorized users of this MATOC include: all organizations within the MCoE; the U.S. Army Armor School, formerly located at Fort Knox but relocating to Fort Benning, GA under the BRAC legislation; the U.S. Army Infantry School at Fort Benning, GA; MCoE virtual academies located at various Army Continental United States (CONUS) (Forts Bragg, Drum, and Stewart) and Outside Continental United States (OCONUS) Installations (as required); and Training and Doctrine Command (TRADOC) Capability Managers (TCMs) at the MCoE across the full range of the TCMs responsibilities, and DoD, or DA agencies working initiatives in support of the Maneuver Force (the Infantry, Armor, and Cavalry). Individual Task Orders will describe specific requirements in detail, along with milestones, deliverables, and other pertinent information relative to the task(s). Task Orders can be issued for current or emerging organizations. Due to the diversity of the tasks to be supported, the Contractor must possess a broad range of knowledge, skills, and capabilities to meet support requirements.

C.1.6 General Information

C.1.6.1. Travel and Participation: Attendance at meetings, briefings, and conferences both locally and at remote locations, including possibly OCONUS, shall be required for the performance of TOs issued for the task areas described in this MATOC. Each issued TO will specifically describe these requirements. For the purposes of this MATOC, OCONUS travel 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.

C.1.6.2. Contractor Identification:

C.1.6.2.1. Pursuant to Fort Benning Contractor Security Badge Policy, Policy Memorandum 525-13-5, dated 31 October 2008, contractor employees must obtain badges through the Fort Benning's Directorate of Emergency Services (DES). Badges will either be issued under the Contractor Verification System (CVS) program (using a Common Access Card (CAC), or under the DES Standardized Contractor Identification (ID) Badge Program. For identification and security purposes, contractor employees shall wear stated badges at all times, when performing work under this contract. Additional contractor personnel identification is neither required nor recommended. A copy of the Policy is available at https://www.benning.army.mil/DOC/regulations.htm

C.1.6.3. Dress and Conduct:

C.1.6.3.1. The Contractor shall dress in a manner consistent with the task for which hired and the work being performed. In most cases, "business casual" is appropriate. Clothing must not be excessively revealing, worn out, or ill-fitting.

C.1.6.3.2. The Contractor shall, at all times, present a professional demeanor while performing on this contract. Behavior which is disruptive, unsafe, disrespectful, offensive, or detrimental to morale shall not be tolerated.

C.1.6.3.3. The Contractor shall ensure that its employees do not allow personal business to interfere with its job performance.

C.1.6.4. Release of Information: The Contractor shall not release any news (including photographs and films, public announcements, or denial or confirmation of same) or Installation-related information on any subject matter within this contract or any phase of any program herein to the media or any other unauthorized users without the prior written approval of the Contracting Officer

C.1.6.5. Vehicle Registration: Contractor shall comply with all applicable requirements of Fort Benning USAIC Regulation No. 190-5, Motor Vehicle Traffic Regulation, in effect during performance of

this contract. All Contractor-owned and/or operated vehicles as well as privately owned vehicles of contractor's employees operated on the installation shall be registered within ten (10) working days of employment by making application to the Provost Marshal Vehicle Registration Section on DA Form 3626, VEHICLE REGISTRATION/DRIVER RECORD. Evidence of vehicle ownership and vehicle liability insurance must be presented upon application for vehicle registration. It is the responsibility of the Contractor to ensure compliance on the part of its employees with this requirement

C.1.6.6. Contractor Manpower Reporting Application: Accounting for Contractor services:

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. 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 Contractor shall invoice for the CMR cost on the final invoice.

The required information includes:

(1) Contracting office, Contracting Officer, Contracting Officer's Technical Representative;
(2) Contract number, including task and delivery order number;
(3) Beginning and ending dates covered by reporting period;
(4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
(5) 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 standardization 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 will provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct extensible Markup Language (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 systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.*

*Note: For in-theater contracts, requiring activities have the option of requiring more frequent reporting. Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract

number associated with the data. For internal Army analysis, the reports and queries from the database shall not contain proprietary data.

C.2. GOVERNMENT FURNISHED ITEMS AND SERVICES:

C.2.1. Government Furnished Resources. All Government-furnished property shall be provided in accordance with FAR 52.245-1, and FAR 52.245-9, and may include: office/work space, office supplies, telephone service, computer access, and storage space. Government property shall be used ONLY in performance of this contract and its task orders. The Contractor is accountable for all property provided by the Government, and shall be responsible for the security and condition of said property. Serialized items shall be annotated at the time of issue, with a signature of acknowledgement by the individual contractor(s). All GFP is the property of the U.S. Government and shall not be transferred to any individual, or agency, public or private without the express written approval of the Task Order Contracting Officer.

C.2.2. Government Furnished Equipment (GFE): GFE will be specified in the individual TOs with specified delivery dates and in specified condition. Office automation and office supplies may be provided as GFE at the TO level at the discretion of the Government. Non-expendable equipment shall be returned to the Government upon the conclusion of the TO.

C.2.3. Government Furnished Information (GFI): GFI relevant to the tasks to be performed under this contract may be provided to the contractor for use during the performance of the task as specified in the TO (at the discretion of the Government) with specified delivery dates. These documents shall be returned to the Government upon conclusion of the TO.

C.2.4. Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, items of Government property, that are removed from the installation/premises by the Contractor.

C3. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

C.3.1. The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under C.2 of this PWS.

C.3.2. Contract and Task Order Management: The Contractor shall provide all management, administration, security, quality control and all else required to ensure successful completion of all awarded Task Orders.

C.3.3. Personnel: The Contractor shall furnish adequate supervision, including a program manager and the labor necessary to perform all services in an orderly, timely, and efficient manner. The program manager shall have the authority to act on behalf of the contractor. The Contractor shall utilize qualified and experienced employees capable of achieving the goals established in each task order. All personnel will maintain current qualifications and obtain any and all training required to meet mission requirements. Contractor personnel are employees of the Contractor and under its administrative control and supervision. The Contractor through its personnel shall perform the tasks ordered herein.

C.3.4. Contractor shall select, supervise, and exercise control and direction over his employees under this contract. The Government will not exercise any supervision or control over the Contractor's employees in its performance of contractual services under this contract. The Contractor will ensure that no prohibited personal services (as described in FAR 37.104) are performed under this contract.

C.4. TASK AREAS: The Contractor shall provide qualified personnel, equipment, supplies, transportation, materials, supervision, and other items and non-personal services to provide support in the following task areas. 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.

C.4.1. **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 MATOC. 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. For historical examples in this task area, refer to Technical Exhibit (TE) A.

C.4.2. **Task Area 2-Training Development Support:** 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 orders in this area will originate primarily with the Directorate of Training and Doctrine Development (DOTD) when working issues in support of the MCoE. For historical examples in this task area, refer to Technical Exhibit (TE) A.

C.4.3. **Task Area 3-Doctrine Development Support:** 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 orders in this area will originate primarily with the DOTD in support of the MCoE. For historical examples in this task area, refer to Technical Exhibit (TE) A.

C.4.4. **Task Area 4-Capability Development Support:** 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. See Technical Exhibit 4 for a general description of the JCIDS process.

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 (T\C\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 T\C\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 orders in this area will originate primarily with the Capabilities Development and Integration Directorate (CDID) when working issues in support of the MCoE and TRADOC Regulation 71-20. For historical examples in this task area, refer to Technical Exhibit (TE) A.

C.4.5. **Task Area 5-Training Instruction Support:** Task orders in this area will require contractor SMEs in the development and presentation of instruction for selected resident courses and instruction offered through Mobile Training Teams (MTTs) 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. For historical examples in this task area, refer to Technical Exhibit (TE) A.

C.4.6 **Task Area 6-Simulations and Analysis Support**: Task orders requiring work in this area will 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. For historical examples in this task area, refer to Technical Exhibit (TE) A.

C.4.7. **Task Area 7-Support Services:** Task orders in this area 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. Technical Exhibit (TE) A offers historical examples of the type of work that might be ordered under this Task Area.

C.5. DELIVERABLES: Each individual Request for Task Orders Response (RTOR) shall provide specific information in detail, along with milestones, deliverables, and other pertinent information relative to the requirement.

C.5.1. Training support package deliverables shall be provided in electronic format (e.g., CD-ROM) or other appropriate media, as appropriate to and specified in the TOs with paper copies as required. Deliverables associated with the conduct of institutional or unit instruction/exercises shall be in accordance with approved training support packages and lesson plans.

C.5.2. For all deliverables, references to “days” are considered to be “calendar days” unless otherwise specified.

C.6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

C.6.1. The Contractor, its agents, and employees shall abide by the current USAIC Reg 210-5, “Garrison Regulation,” in effect during performance of this contract. A copy of this regulation is available for review in the Directorate of Contracting, Building 6, Fort Benning, Georgia.

C.6.2. Upon contract award, the Government will make available all documents, publications, regulations, current policies and forms as identified in the PWS. The Government COR will “sponsor” the Contractor’s access to controlled access sites such as the Center for Army Lessons Learned (CALL), or other controlled-access data repositories where access is required for successful completion of the task order(s).

C.6.3.The following regulations are applicable to performance to perform job functions/tasks (note: additional regulations may be specified in the individual TOs).

PUB #	TITLE	DATE
AR 215-1	Military Morale, Welfare, and Recreation Programs and Non-appropriated Fund Instrumentalities	31 Jul 07
AR 350-1	Army Training and Leader Development	3 Aug 07
AR 380-67	Personnel Security Program	9 Sep 88
AR 670-1	Wear and Appearance of Army Uniforms and Insignia	3 Mar 05
AR 600-8-10	Leave and Passes	15 Feb 06

AR 870-20	Army Museums, Historical Artifacts, and Art,	11 Jan 99
	Deployed Contracting Officer's Representative Handbook	Sep 08
DOD 5500.07	Joint Ethics Directive,	29 Nov 07
DOD 5500.7-R	Joint Ethics Regulation	Aug 93; C6: 3 Mar 06
FM 3.0	Operations	27 Feb 08
FM 3-25.150	Combatives	18 Jan 02
FM 5-19	Composite Risk Management	21 Aug 06
FM 25-4	How to Conduct Training Exercises	10 Sep 84
	TRADOC Training Guidance	
TRADOC Regulation 350-6	Enlisted Initial Entry Training (IET) Policies Administration	8 May 07; C1: 27 Aug 07; C2: 16 Nov 07
TRADOC Regulation 350-70	Systems Approach to Training Management, Processes and Products	9 Mar 99
AR 750-1	Maintenance of Supplies and Equipment Army Materiel Maintenance Policy (Army STAMIS)	20 Sep 07
AR 350-10	Management of Army Individual Training Requirements and Resources (ATRRS Regulation)	14 Sep 90
	ASAT User's Manual	7 Jul 03
TRADOC Regulation 350-10	Institutional Leader Training and Education	12 Aug 02
TRADOC Regulation 350-18 C1	The Army School System (TASS)	28 Dec 07
TRADOC Regulation 350-50-3	Battle Command Training Program	11 Sep 02
TRADOC Regulation 350-32	The TRADOC Training Effectiveness Analysis (TEA) System	30 Sep 94
TRADOC Regulation 25-36	The TRADOC Doctrinal Literature Program (DLP)	1 Oct 04
TRADOC Regulation 71-12	TRADOC System Management	1 Mar 02
AR 351-9	Schools - Interservice Training	29 Aug 06
AR 350-38	Training Device Policies and Management	15 Oct 93
DA PAM 350-9	Index and Description of Army Training Devices	3 Sep 02
DA PAM 415-28	Guide to Army Real Property Category Codes	11 Apr 06
Common Table of Allowances (CTA) 50-900	Clothing and Individual Equipment	1 Sep 94
Common Table of Allowances (CTA) 50-909	Field And Garrison Furnishings and Equipment	8 1 Aug 93
Common Table of Allowances (CTA) 50-970	Expendable/Durable Items (Except Medical, Class V, Repair Parts, and Heraldic Items)	28 Jan 05
TRADOC PAM 350-70-1	Guide For Developing Collective Training Products	17-May-2004
TRADOC PAM 350-70-2	Multimedia Courseware Development Guide	26-Jun-2003
TRADOC PAM 350-70-4	Systems Approach To Training: Evaluation	12-Jan-2004
TRADOC PAM 350-70-5	Systems Approach To Training: Testing	20-Aug-2004
TRADOC PAM 350-70-6	Systems Approach To Training: Analysis	07-Sep-2004
TRADOC PAM 350-70-8	Total Army School System (TASS) Training Requirements Analysis System (TRAS)	01-Nov-1996
TRADOC PAM 350-70-10	Systems Approach To Training Course And Courseware Validation	29-Mar-2004
TRADOC PAM 350-70-12	Distributed Learning - Managing Courseware Production And Implementation	29-Mar-2004

PACKING AND MARKING

D.1. The Contractor shall ensure that all items are preserved, packaged and marked in accordance with best commercial practices to meet packing requirements of the carrier and ensure a safe and timely delivery at the intended destination, consistent with applicable security requirements.

D.2. Specific packing and marking information will be provided in each individual TO.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE

E.1. Inspection shall be accomplished by the Contracting Officer’s Representative (COR) and/or Technical Monitors/Technical Representatives and/or Quality Assurance Representatives (QARs) as delegated with each Task Order. Acceptance of services/products/deliverables will be addressed in each individual TO.

E.2. Specific inspection and acceptance information will be provided in each individual TO.

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

F.1. **Ordering Period:** The ordering period for the MCoE Multiple Award Indefinite Delivery/Indefinite Quality (ID/IQ) contracts is a base period of one (1) year from date of award with four (4) one-year optional ordering periods. The anticipated ordering period is:

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.2. **Place of Performance**: The majority of the work will be performed at Fort Benning, Georgia. However, specific Task Order deliveries and/or performance information will be provided in each individual Task Order.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **$(To be Determined (TBD) at Task Order Level)** per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

G.1. CONTRACT ADMINISTRATION OF MASTER CONTRACTS

A. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the MCoE Contracting Officer (KO) be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the KO.

B. MICC-Benning will be responsible for all contract administration functions.

Mission and Installation Contracting Command (MICC)
MICC –Fort Benning ATTN: MIC-EI-BEN
6600 Meloy Drive
Fort Benning, GA 31905

C. All contract administration associated with individual TOs will be performed by the ordering office issuing the TO, unless otherwise designated. The TO Contracting Officer (TOCO) point of contact will be identified in each TO.

G.2. CONTRACTOR QUARTERLY STATUS REPORTS

A. 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.

G.3. INVOICES AND PAYMENTS

A. Specific Invoicing/Payment instructions will be provided at the TO level.

B. Wide Area Work Flow. Wide Area Work Flow (WAWF) registration is mandatory. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. To use WAWF, contractors must enroll at the WAWF site and verify computer system compatibility. Vendor/contractor registration information is at: https://wawf.eb.mil/vreg.htm and User training is at: https://www.wawftraining.com/.

The following is for information purposes only. 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.

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

[ ] Wide Area Workflow (WAWF) (see instructions below)
[ ] Web Invoicing System (WInS) (https://ecweb.dfas.mil)
[ ] American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (http://www.X12.org and http://www.dfas.mil/ecedi)
[ ] Other (specify) _____

WAWF Instructions

☐ Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Indianapolis, 1-888-332-7366. Please have your purchase order/contract number ready when calling about payments.

☐ Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Rome, NY, 1-800-553-0527. Please have your purchase order/contract number ready when calling about payments.

☐ Questions concerning payments should be directed to the Defense finance and Accounting Service (DFAS) Columbus, 1-800-756-4571 (option 2, 5) or faxed to 1-877-778-3758. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at http://www.dfas.mil/money/vendor. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

TYPE OF DOCUMENT [check as appropriate]

[ ] Commercial Item Financing
[ ] Construction Invoice (Contractor Only)
[ ] Invoice (Contractor Only)
[ ] Invoice and receiving Report (COMBO)
[ ] Invoice as 2-in-1 (Services only)
[ ] Performance Based Payment (Government Only)
[ ] Progress Payment (Government Only)
[ ] Cost Voucher (Government Only)
[ ] Receiving Report (Government Only)
[ ] Receiving Report with Unique Identification (UID) Data (Government Only)
UID is a new globally unique "part identifier" containing data elements used to track DOD parts through their life cycle.
[ ] Summary Cost Voucher (Government Only)

CAGE CODE:	_____	ISSUE BY DODAAC:	_____
ADMIN BY DODAAC:	_____	INSPECT BY DODAAC:	_____
ACCEPT BY DODAAC:	_____	SHIP TO DODAAC:	_____

INSPECTOR: _____ ACCEPTOR: _____
RECEIVING OFFICE POC: _____ CONTRACT ADMIN: _____
CONTRACTING OFFICER: _____ ADDITIONAL CONTACT: _____

LOCAL PROCESSING OFFICE DODAAC: _____
PAYMENT OFFICE FISCAL STATION CODE: _____
EMAIL POINTS OF CONTACT LISTING: _____

252.204-7006 IDENTIFICATION OF CONTRACTOR EMPLOYEES

a. The contractor shall provide each employee an identification (ID) badge on contract start date or on employment start date. The ID badge shall be made of nonmetallic material. The badge shall be easily readable and include employee's name, contractor's name, functional area of assignment, security clearance if applicable, and color photograph. The ID badge template shall be approved by the contacting officer or his or her designee before contract start date.

b. Display of ID Badges: Contractor personnel shall wear the ID badge at all time when performing work under this contract to include attending Government meetings and conferences. Unless specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

c. Answering Telephones: Contractor personnel shall identify themselves as contractor employees when answering Government telephones.

d. Utilizing Electronic Mail:

(1) When contractor personnel send e-mail messages to Government personnel while performing on this contract, the contractor's e-mail address shall include the company name together with the person's name.

(2) When it is necessary for contractor personnel to have a user address on a Government computer, the Government shall ensure that person's e-mail address includes the name of their company.

Local Clause 5152.233-4000, 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 33.103. <u>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.</u>

HQ Army Material Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527
Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:
HQ Army Material Command
Office of Command Counsel

Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

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)

H.1. CONTRACT MANAGEMENT: The Mission and Installation Contracting Command (MICC) Center – Fort Benning is the contracting activity for this program/contract. As the contracting activity, the MICC-Fort Benning will centrally manage the basic contracts, and will delegate authority to solicit, award and administer TOs pursuant to the H.2, Ordering, below. The MCoE KO has the ultimate responsibility for administration of the basic IDIQ contracts and the Program. TOs will be awarded and administered by TOCO.

H. 2. ORDERING:

A. Authority to Place TOs: MICC subordinate offices are designated ordering offices to issue TOs under the MCoE Multiple Award ID/IQ suites. Additional DoD offices may be granted ordering authority to issue TOs if necessary to execute mission requirements to support the MCoE program.

(1) Prior to delegating ordering authority to other organizations, the MCoE KO 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.

(2) The TOCO shall follow the policies and procedures in the Federal Acquisition Regulation (FAR) 16.505 (b), Orders under Multiple Award Contracts, the MCoE Ordering Guide and local guidance to the extent that it does not conflict with these requirements.

B. TO Fee: 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.

C. Types of TOs: The types of TOs that are authorized for use under this Multiple Award ID/IQ 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.

(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.

D. 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.

E. Use of Suites: All TOs 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, Restricted Suite. Any TO including Task Areas 1,

3, 4, 6, and 7 will be competed under Suite 2, Unrestricted Full and Open Competition, regardless of whether the TO also includes tasks under Task Area 2, Task Area 5, or a combination thereof.

F. Fair Opportunity: Any Request for Task Order Proposal (RTOP) issued under Suite 1 will be competed among the members of Suite 1only. Likewise, any Request for Task Order Proposal (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 RTOP re-competed under Suite 2.

(1) The MCoE ID/IQ is being solicited as one solicitation resulting in the award of two multiple-award TO contract (MATOC) suites. Suite 1 is being solicited and will be awarded as a 100% Small Business Set-Aside, while Suite 2 is being solicited and will be awarded as an Unrestricted Full and Open Competition. Therefore, the competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 DO NOT APPLY to the ordering process.

G. Exceptions to Fair Opportunity: In accordance with FAR 16.505(b) and DFARS 216.505-70, TO competition will be given to all awardees in the applicable suite, unless one of the conditions set forth therein applies. When an exception to the fair opportunity exists, the TO may be processed as a sole source procurement, including documentation/justification of the exception to fair opportunity.

H. 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 MCoE KO is authorized to waive or modify any term or condition of the MCoE ID/IQ basic contract.

I. TO Funding: No unfunded TOs are authorized. Funding must be authorized at the TO level and must be the type deemed appropriate for the services to be acquired.

J. TO 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.

(1) The review and approval procedures are established in the Mission and Installation Contracting Command, Directorates of Contracting and Contracting Centers, Document Submission and Approval of Requirements, Acquisition Instruction 00-02, Review and Approval Requirements for Contracting Actions or any other superseding/successor CILs.

K. TO Development: The basic MCoE ID/IQ basic contract includes an approved Acquisition Strategy and Acquisition Plan. As such, these documents are not required at the TO level. However, an informal acquisition strategy (TO Acquisition Strategy) is strongly recommended to capture the acquisition approach. A sample TO Acquisition Strategy is provided in the MCoE Ordering Guide.

L. Request for TO Proposal (RTOP): RTOPs or similar requests will be used by the Government when requesting responses to TO 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.

M. TO Pricing:

(1) Labor: Labor shall be priced in accordance with the negotiated fully burdened labor rates set forth in the On–Site and Off-Site Price Matricies. All CAP rates are inclusive of prime labor, subcontract labor, overhead and other burden, and profit. CAP rates are defined as the maximum prime and subcontractor labor rate that will be charged/proposed for services provided.

(a) To aid in the development of prices quoted in response to TOs, the labor rates set forth in pricing matricies are presented in 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.

(b) 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.

(2) Other Direct Costs (ODC):

(a) 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.

(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 the MCoE ID/IQ 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.

H.3. PRICING MATRICES: The Pricing Matrices sets forth the labor categories that shall be used and the maximum rates that may be paid/reimbursed under this contract inclusive of options, if exercised. These rates are inclusive of prime labor, subcontract labor, overhead and other burden, and profit. Discounts shall be applied at the TO levels. Labor rates at the TO level may include discounts from the CAP rates that consider the nature, location, size and duration of the task order. Requests to make changes to the pricing Matrices may be submitted to the MCoE KO 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.

H.4. ADDITION OF FAR/DFARS/AFARS/LOCAL CLAUSES AT THE TO LEVEL: Additional clauses may be added at the TO level provided they do not conflict with clauses included in the basic ID/IQ contract.

H.5. CHANGES IN TEAM MEMBERS/SUBCONTRACTORS: The Contractor may not add any team members to the Contractor's team without MCoE KO'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 and Off-Site Price Matrices of each Contractor's MCoE ID/IQ. The Contractor shall advise the MCoE KO of team member deletions as they occur.

H.6. REPORTING REQUIREMENTS: The Contractor shall provide monthly and quarterly reports that provide funds expended to date (if applicable), percentage of work accomplished (if applicable), actions completed during the reporting period, any problem areas encountered, attainment of metrics, and other information necessary to aid in the administration of the contract. The reports shall be focused on the TO's tasks, deliverables, and schedule. Items which are due "monthly" shall be no later than the end of the month unless otherwise stated.

- Contractor Monthly Status Report – Monthly
- Contractor Quality Control Reports – Monthly
- TO Performance Assessment Report – Annual
- TO Travel Report - Per travel request in accordance with paragraph H.2.M.2.6

H.7. SECURITY REQUIREMENTS

A. General: This 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. The DD 254 will contain the appropriate Security guidance and designate the Cognizant Security Office within the Defense Security Service (DSS). All Contractors will be required to complete the Anti-Terrorism (AT) and Operations Security (OPSEC) Awareness Training annually. The Contractor shall ensure that all of their personnel requiring/having access to the Government computer network have a current National Agency Check and Inquiries (NACI). This information shall be submitted to the COR's security manager in the form of a Contractor visit request. These same individuals must also successfully complete Information Assurance Awareness training for network access, Complete an Acceptable Use Policy (Form 5063-E), and a Computer User's Security Agreement.

B. Initial Investigation: The NAC portion of the National Agency Check with Local Agency Check and Credit Check (NACLC) investigation must be reviewed by and an interim clearance granted by Defense Industrial Security Clearance Office (DISCO) prior to access to classified information or meetings, or access to Government networks. The Contractor shall take immediate action to acquire the clearances. The Contractor shall ensure that all assigned personnel understand applicable security policies and directives found in DoD 5220.22-M, National Industry Security Program Operating Manual (NISPOM) and AR 380-5, Information Security Program.

C. Data Handling: The Contractor shall ensure that classified data is handled in accordance with appropriate Army and DoD security regulations. Information classified up to SECRET will be accessed and stored in Government spaces only. The Contractor shall agree that any data furnished by the Government to the Contractor shall be used only for performance under the MCoE PWS, and all copies of such data shall be returned to the Government upon completion of this effort.

D. Submission: Prospective contractors are not required to possess facility clearances to submit a proposal. However, successful offerors are required to have a facility clearance granted by the time of any TO award. In addition, Contractors shall conform to all security requirements as specified in detailed in the DD Form 254 included within each TO (if required). Internet site http://www.classmgmt.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.

H.8. ID/IQ OMBUDSMAN: The TOCO should be the first point of contact for industry seeking resolution of issues. The ID/IQ ombudsman required by FAR 16.505(b) is the MICC TO Ombudsman. The ombudsman represents an impartial authority outside of the TO-contracting office and has ultimate authority to review and adjudicate issues regarding TO awards under this contract. The ID/IQ Ombudsman is Mr. Albert W. Jacob; he may be reached by telephone at 210-221-4486 or via email: albert.w.jacob.civ@mail.mil. Any changes in the ID/IQ Ombudsman point of contract will be made by written correspondence.

H.9. INSURANCE SCHEDULE (IN ACCORDANCE WITH FAR 28.310(a))

A. General: In accordance with FAR clause 52.228-5, Insurance--Work on a Government Installation, incorporated in Section I, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract. The Contractor shall maintain the following types of insurance and coverage listed below:

Insurance types and minimum amounts:

Workmen's compensation insurance as required by the laws of the State.

Comprehensive bodily injury liability insurance with limits of not less than $500,000 for each accident.

Property damage liability with a limit of not less than $100,000 for each accident.

Automotive bodily injury liability insurance with limits of not less than $200,000 for each person and $500,000 for each accident, and property damage liability insurance, with a limit of not less than $40,000 for each accident.

B. In accordance with FAR clause 52.228-7, Insurance-Liability to Third Persons, incorporated in Section I, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract. The Contractor shall maintain the following types of insurance and coverage listed below:

Insurance types and minimum amounts:

Comprehensive general liability; $100,000 per person and $500,000 per accident for bodily injury. No property damage general liability insurance is required.

Automotive Insurance; $200,000 for each person and $500,000 for each accident for bodily injury and $20,000 per accident for property damage. Comprehensive form of policy is required.

Standard Workmen's Compensation and Employers Liability Insurance (or where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance, FAR clause 52.228-3 and 4) in the minimum amount of $100,000. Regarding FAR clause 52.228-8, Liability and Insurance —Leased Motor Vehicles, incorporated in Section I, the Contractor shall secure, pay the premiums and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract for $200,000 for each person and $500,000 for death or bodily injury and $20,000 per occurrence for property damage or loss. Comprehensive form of policy is required.

C. The Contractor shall agree to insert the substance of these clauses in all sub-contracts hereunder.

H.10. ACCIDENT REPORTING: The Contractor shall maintain an accurate record of all accidents occurring during the performance of this contract resulting in personal injury, occupational illness or damage to Government property and shall promptly report each accident to the cognizant Government installation Safety Office. A copy of Workman's Compensation reports or information provided telephonically to the Safety Office shall be furnished to the TOCO within seven (7) calendar days. The Contractor shall provide written documentation as required by the installation Occupational Safety and Health Administration Office.

H.11. RESERVED

H.12. WORK ON A GOVERNMENT INSTALLATION

A. General: 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.

H.13. FEDERAL HOLIDAYS

A. General: The Contractor shall not schedule interfacing work (meetings, approvals, deliveries, etc,) with the Government on any of the established holidays in the federal service, or any other day designated as a holiday in Federal Statutes or by Executive Order, except with the prior approval of the TOCO, or the COR. The following days have been established as legal public holidays in the federal service.

New Year's Day	1st day of January
Martin Luther King Jr's Birthday	3rd Monday in January
Presidents day	3rd Monday in February
Memorial Day	4th Monday in May*
Independence Day	4th of July
Labor Day	1st Monday in September

Columbus Day	2nd Monday in October
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday in November
Christmas Day	25th of December

**Memorial Day falls on the 5th Monday in 2011 and 2016.*

When one of the designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. The list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination or Collective Bargaining Agreement regarding applicable paid holidays.

B. Additional Days: In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by a Presidential Proclamation

C. Compensation: It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during a holiday or other day observed by Government employees, the Contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed by the Government, either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work to a TO, **if applicable**.

H.14. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

A. General: The Contractor shall receive no privileged, proprietary, or otherwise sensitive information without the Government's knowledge and without both the Government and Contractor implementing appropriate safeguards or agreements thereon. Contractor shall not divulge any information accessed and obtained during the course of performing this task to other Contractor staff or anyone outside the Government. Specifically, in addition to any organizational conflict of interest provision, 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. The company shall include, with its submission of the RFP, its plan to "firewall" these employees and enforce this provision (i.e., internal controls, Organizational Conflict of Interest (OCI) training, etc.) contractor shall designate an OCI Administrator to ensure compliance with this requirement. That OCI Administrator shall conduct and submit to the MCoE Contracting Officer quarterly OCI reviews to identify, certify the lack of any OCI and address any potential OCI identified during the life of the contract. Failure to adhere to these non-disclosure safeguards may result in termination of the ID/IQ or TO contract. Final authorship and copyright (if required) of any deliverable will be with the Government. The Contractor cannot gain any unfair advantage. The Contractor shall identify any specific organizational conflict of interest (OCI) clauses in any federal government contracts awarded to the contractor or any of its subcontractors within one (1) year of the date that this solicitation was publicized which could (or might) impact or limit the ability of the contractor or its subcontractors to perform any of the services called for under this solicitation. Contractors that are affected by this provision or whose subcontractors are affected by this provision will provide a copy of the OCI clause which binds the contractor or subcontractor, a description of the contract services performed, a contract number, a governmental point of contact, and a phone number for that point of contact.

B. Definition:

"Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, Teaming Arrangements, and other business enterprises.

The term "Contractor" as used in this section, includes any person, firm or corporation which has a majority or controlling interest in the Contractor or in any parent corporation thereof, any person, firm, or corporation in which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, those of any corporation which has a majority or controlling interest in the Contractor, and those of any corporation in which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. All references to the “Contractor” as contained in this section shall apply with equal force to all of these included.

C. MCoE OCI: 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. MCoE OCI Prevention: 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.

E. Affirmative Duties and Responsibilities for Government Contractors: The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s). The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest at the contract level it shall make immediate and full disclosure in writing to the MCoE KO 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 MCoE KO 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 RTOP. 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 MCoE KO 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 MCoE KO 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 MCoE KO or TOCO for approval.

F. 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.

H.15. 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.

H.16. 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).

H.17. CONTRACTOR PERFORMANCE EVALUATION – CPARS: The Government will use the Contractor Performance Assessment Reporting System (CPARS) web-enabled application or appropriate replacement system to collect and manage a library of automated Contractor performance evaluations. The Government will be responsible for the automated Contractor performance evaluations to be completed in accordance with FAR Part 42. FAR Part 42 identifies requirements for documenting Contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, Contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating Contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, production management reviews, Contractor operations reviews, functional performance evaluations, and earned contract incentives.

H.18. APPLICABLE WAGE DETERMINATIONS: In accordance with the Service Contract Act of 1965, Contractors shall comply with the Act and related clauses at the TO level when requirements are covered by the Act. The Contractor shall comply with the wage determination issued with each individual TO. When required, the MCoE KO will adjust the wage rates in the Price Matrices on an annual basis based on a new wage determination for the locality identified by the Contractor as part of the RFP.

H.19. OPTION EXERCISE: The MCoE KO shall review each Contractor's success at meeting its proposed subcontracting goals, and/or metrics' attainment each year as part of the option exercise process. The MCoE KO reserves the right not to exercise optional ordering periods 2 through 4 based on a contractor's failure to meet or to demonstrate an attempt to meet the subcontracting goals and/or metrics of the contract. However, the MCoE KO is granted a certain amount of discretion in determining whether or not to exercise the option based upon the Contractor's efforts to meet its proposed subcontracting requirements.

H.20. KEY PERSONNEL REQUIREMENTS:

a. Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These "Key Personnel" shall be identified by name within the contractor's proposal and their qualifications shall be submitted for evaluation during the source selection process. The contractor agrees that such personnel shall not be removed or replaced within the performance of this contract unless the following measures are taken and fully documented in writing:

(1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer promptly replace personnel with personnel who possess equal, or better, qualifications as the original employee.

(2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain the qualifications for the proposed substitute and any other information requested by the Contracting Officer. The Contracting Officer must concur in writing with the change.

b. If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

H. 21. LOCAL CLAUSE 5152.203-4000, DOD IMPLEMENTATION OF THE DISCLOSURE REQUIREMENT UNDER FAR CLAUSE 52.203-13 (APR 2009)

FAR Clause, 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008), mandates that a Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the contracting officer, certain violations of criminal law, violations of the Civil False Claims Act, or a significant overpayment. Within the DoD, the designated "agency Office of the Inspector General" is the DoD OIG at the following address:

Office of the Inspector General
United States Department of Defense
Investigative Policy and Oversight
Contractor Disclosure Program
400 Army Navy Drive, Suite 1037
Arlington VA 22202-4704
Toll Free Telephone: 866-429-8011

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5152.209-4000 DOD LEVEL I ANTITERRORISM (AT) STANDARDS (FEB 2009)

(a) Pursuant to Department of Defense Instruction Number 2000.16, "DoD Antiterrorism (AT) Standards," dated October 2, 2006, each contractor employee requiring access to a Federally-controlled installation, facility and/or Federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and receive a certificate of completion. The training is accessible from any computer and is available at https://atlevel1.dtic.mil/at/. The contractor is responsible for ensuring that all applicable employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer and the Contracting Officer's Representative (if appointed) within five working days after contract award or prior to access to a Federally-controlled installation or information system.

(b) In the event that the automated system at https://atlevel1.dtic.mil/at/ is not available (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness Instructor qualification must be coordinated with the Installation Antiterrorism Officer (or Installation Security equivalent) and the resultant name(s) of approved instructors shall be provided the contracting officer or designee along with all associated cost or schedule impacts to the contract.

(c) Antiterrorism performance (Level I AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	OCT 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.219-7	Notice of Partial Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9 Alt II	(INVALID EFF_DT) Small Business Subcontracting Plan (JAN 2011) Alternate II	DEC 1900
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	DEC 2010
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010

52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-5 Alt II	Pollution Prevention and Right-to-Know Information (Aug 2002) Alt II	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-1 Alt I	Government Property (Aug 2010) Alternate I	AUG 2010
52.245-9	Use And Charges	AUG 2010

52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.211-7003 Alt I	Item Identification and Valuation (Aug 2008) Alternate I	AUG 2008
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.217-7027	Contract Definitization	OCT 1998
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2010
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUL 2009
252.225-7041	Correspondence in English	JUN 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004

252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.228-7003	Capture and Detention	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.246-7001 Alt II	Warranty Of Data (Dec 1991) - Alternate II	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	NOV 2004

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52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award or during the period of any option under FAR 52.217-9 or extension under 52.217-8.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $50,000,000.00;

(2) Any order for a combination of items in excess of $50,000,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months from the expiration of the ID/IQ contract vehicle.

(End of clause)

52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than TBD at TO Level. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor 15 days prior to the expiration of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

WORK CLASSIFICATION	GRADE	BASE SALARY	BENEFITS	TOTAL SALARY
SR Training Analyst	GS-13	$91,123.00	$32,804.28	$123,927.28
Training Analyst	GS-12	$76,627.00	$27,585.72	$104,212.72
SR Military Analyst	GS-13	$91,123.00	$32,804.28	$123,927.28
Military Analyst	GS-13	$91,123.00	$32,804.28	$123,927.28
Tech Writer/Editor	GS-11	$63,930.00	$23,014.80	$86,944.80
Doctrine Writer	GS-12	$76,627.00	$27,585.72	$104,212.72
Instructional Designer	GS-12	$76,627.00	$27,585.72	$104,212.72
Instructor II	GS-11	$63,930.00	$23,014.80	$86,944.80
Military Trainer	GS-11	$63,930.00	$23,014.80	$86,944.80
Courseware Developer	GS-12	$76,627.00	$27,585.72	$104,212.72
Media Specialist	GS-09	$52,841.00	$19,022.76	$71,863.76
Audio-Visual Technician	GS-09	$52,841.00	$19,022.76	$71,863.76
Multimedia Software Engineer	GS-11	$63,930.00	$23,014.80	$86,944.80
Database Management Specialist	GS-11	$63,930.00	$23,014.80	$86,944.80
Business Specialist	GS-11	$63,930.00	$23,014.80	$86,944.80
Organizational Specialist	GS-11	$63,930.00	$23,014.80	$86,944.80
Instructional Designer	GS-11	$63,930.00	$23,014.80	$86,944.80
Senior Operations Specialist	GS-09	$52,841.00	$19,022.76	$71,863.76
Motor Vehicle Operator	WG-07	$38,688.00	$13,927.68	$52,615.68
Logistic Specialist	GS-09	$52,841.00	$19,022.76	$71,863.76

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

_____ _____

_____ _____

_____ _____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (AUG 2010)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of

performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ---------- [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert ``30th''] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost, stolen, damaged or destroyed, the basis of payment (the events or

performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under whichthe request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(End of clause)

5152.239-4000 GOVERNMENT SPONSORSHIP OF CONTRACTOR OWNED SERVERS (JUN 2009) (LOCAL CLAUSE)

Regarding the use of Department of the Army facilities for the server(s) and any associated equipment used for operating and maintaining FINLOG software, Paramount Solutions, Inc. shall indemnify, save and hold harmless the Government, and its officers, agents and employees acting for the Government, against all actions or claims for loss of or damage to the server(s) and equipment arising out of, or incidental to, the possession or use of the facilities, resulting from the fault, negligence, or wrongful act or omission of the Government and its officers, agents and employees. This agreement shall apply not only to damage occasioned by the fault, negligence, or wrongful act or omission of the Government and its officers, agents and employees, but also to loss or damage caused by fire suppression activities, loss or fluctuation of electrical power and the like, or any other act of man or force of nature. (Company) shall provide and maintain insurance covering the liabilities under this clause. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies. The contract price shall not include any costs for insurance or contingency to cover losses or damage for which the Government is responsible under this clause.

(End of Clause)