ORDERING GUIDE



Maneuver Center of Excellence (MCoE)

Mission Support Services

Multiple Award

Indefinite Delivery/Indefinite Quantity

Implemented by:

Mission and Installation Contracting Command (MICC) Fort Benning, Georgia

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CHAPTER 1 GENERAL INFORMATION

A. <u>Overview</u>:

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

2. MCoE Mission Support Services was solicited as a full and open competition, with four (4) contracts reserved for Service Disabled Veteran Owned Small Business (SDVOSB).

3. The scope of the MCoE Mission Support Services contracts are separated into six (6) broad task areas that define services that may be required by the MCoE and customers throughout the Training and Doctrine Command, U.S. Army and Department of Defense (DoD) as delineated in paragraph D below.

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

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

D. <u>Scope:</u>

1. This is a non-personnel services contract to provide support services for the United States Army Maneuver Center of Excellence in its mission to develop training strategies, doctrine, capabilities, analysis, and instruction and products for current and future forces. The MCoE Mission Support Services MAIDIQ contracts require contractor knowledge, expertise and services to support Department of the Army (DA) and Department of Defense (DoD) Agency initiatives for the Maneuver Force in the following six (6) Task Areas:

- Task Area 1:General Administrative, Technical, or Analytical
- Task Area 2:Training Development
- Task Area 3:Doctrine Development
- Task Area 4:Capability Development
- Task Area 5: Instruction

Task Area 6: Training Aids, Devices, Simulations, Simulators (TADSS), Modeling, and Analysis

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

<u>Task Area 1: General Administrative, Technical, or Analytical Support</u>: Task orders requiring work in this area will call for support as augmentation to existing organizational structure, typically involving tasks (not all-inclusive) which are:

- Administrative. Any combination of clerical tasks, such as those associated with: student recordkeeping, unit deployment preparation and recovery, file maintenance (digital or paper) and archiving, information repository and management, correspondence and communications, and project management support.
- Technical. Any combination of technical tasks, such as specialized / technical writing, performance of DOTMLPF analysis for resolution, graphic or text editing, surge requirement associated with expeditious fielding, rapid deployment or emergency/contingency operations.
- Analytical. Any combination of in-depth analysis such as feasibility/cost-benefit studies, survey/feedback analysis, reliability and maintainability forecasting, and research within a specific area/program (e.g. field testing prior to deployment).

Task Area 2: Training Development: This effort may originate with the Directorate of Training and Doctrine Development (DOTD) when working issues in support of the MCoE. Task orders requiring work in this area will generally require research and writing resulting in revisions to existing Maneuver Force, DoD, or DA training documents and materials (e.g., Programs of Instruction (POIs), graphic training aids, classroom reference materials, and integration of Training Aids, Devices, Simulators, and Simulations (TADSS)). The primary product will be a Program of Instruction (POI) or Lesson Plan, and interactive multimedia instruction (IMI). Secondary products include Graphical Training Aids (GTA), student handouts, study aids, classroom supplemental materials/take-away, and similar training aids. In some cases, the work will result in new materials, institutional or unit training support packages, or programs of instruction developed or revised IAW TRADOC Regulation 350-70 (or the successor regulation). In some cases, the work results in new Combined Arms Training Strategy (CATS) or related publications. Development of Interactive Multimedia Instruction (IMI) or distance learning (DL) product(s) supporting courses or any portion thereof shall be IAW TRADOC Pam 350-70-2 and applicable related publications; IMI products range from simple (such as a PowerPoint presentation) to complex (such as a fullysubmersed simulation that combines multiple senses to create a realistic scenario or environment), and can support instructor-led or independent learning, via electronic means. The MCoE is responsible for some 5100 lesson plans in 120 POIs over 57 courses, most of which are directly associated with Infantry and Armor Courses/POIs. Each lesson plan is scheduled for review every two years.

Task Area 3: Doctrine Development Support: This effort may originate with the DOTD when working issues in support of the MCoE. Task orders requiring work in this area will require conducting research and analysis for the purpose of revising and updating MCoE, DOD, or DA documents and manuals concerning doctrine. MCoE responsibilities include: doctrine for Armor, Infantry, Stryker, and Cavalry formations; gunnery strategies for Armor, Infantry, and Cavalry (rifle through tank); supporting Mission Essential Task List (METL) development; doctrinal/publication editorial and graphic art support. The MCoE is the proponent for 115 doctrinal publications, each of which is scheduled for review every two years.

Task Area 4 Capability Development Support: This effort may originate with the Capabilities Development and Integration Directorate (CDID) when working issues in support of the MCoE and TRADOC Regulation 71-20. Task orders requiring work in this area will require some combination of: 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 applicable instructions and regulations. [NOTE: changes in the organizational structure of CDID and the formation of the Army Futures Command (AFC) during FY18-FY19 does not alter the task area itself, but may alter its users or applicability.]

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

171B, 698, and 809 are potential candidates for task orders; other locations are possible, but unlikely.

A typical task order issued in this area will require the Contractor to: prepare classroom or training areas and pick-up and return training devices as needed: perform operator maintenance on training aids and/or equipment; train to standard as it conducts classroom / laboratory / seminar / conference / discussion / lecture / demonstration / practical exercise per class training schedule; assist in conducting and assessing student critiques to identify strengths, weaknesses, and actions to improve performance; schedule and conduct remedial training and student retests; maintain and update a class status chart and logs reflecting number of students in training and class progression; review and summarize student course critique, schedule remedial training as needed; conduct academic counseling, assist in grading written tests, assist in grading results performance tests, review and grade homework projects, and assist in the preparation of student written evaluation upon student graduation; for certain courses, assist in the execution during live fire exercises and course field-training exercises; review student news releases; review a student's record for progression; make entries on student record of training form; complete Training Quality Reports; complete reports on students identified as receiving deficient training; and, prepare and forward required documentation on student release prior to graduation.

Task Area 6: Training Aids, Simulations, Simulators (TADSS), Modeling, and Analysis Support: This effort may originate from the G-3, but could also be in support of DOTD, CDID, or other units. Simulation and analysis tasks generally includes operation of simulators, activities related to or associated with simulators, related scenarios as part of simulators, devices or simulations as part of modeling and simulations, and supporting management of training aids and devices. Many of the supported TADSS and equipment are located at Clarke Simulation Center (Building 4105) or Training Support Center (Building 3020) on Fort Benning, but are not limited to only those locations. The supported TADSS systems and concepts includes, but is not limited to: EST 2000; XXI Battle Command Brigade and Below (FBCB2); Command Post of the Future (CPOF); Joint Combat and Tactical Simulation (JCATS); Javelin; MILES; I-HITS/HITS; Virtual Battlespace 2 (VBS2); MRAP Egress Trainer (MET); HUMMWV Egress Assistance trainer (HEAT); Call For Fire Trainer (CFFT); any follow-on or emerging systems and technologies. 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.

E. <u>Ordering Period</u>: The MCoE Mission Support Services MAIDIQ provides for a single ordering period of five (5) years, starting 31 Dec 2018 and ending 30 December 2023, unless the contract ceiling is reached before the end date.

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

G. <u>**Program Ceiling</u>**: The MCoE Mission Support Services MAIDIQ contracts have a collective ceiling of \$168 million that will be measured over the contract life against all task orders awarded during the five-year ordering period. Prior to the initiation of a task order, ordering activities shall contact the Administrative Contracting Officer (ACO) to verify remaining ceiling capacity. (See Attachment 4 for Delegation of Contracting Authority (DCA)</u>

Form)

H. <u>Small Business Reserve</u>: Fair opportunity to MATOC awardees (four (4) Reserved specifically for Service Disabled Veteran Owned Small Business (SDVOSB), three (3) full and open competition) is considered to each task order, based on the procedures summarized below and IAW FAR 16.505(b).

1. Task orders for Task Areas 1, 2, 3, 5, and 6, or any combination thereof, shall be setaside for competition solely among SDVOSB concerns if two or more contracts have been awarded and the "Rule of Two" has been met. Task Orders for these requirements may be set-aside and awarded on a sole source basis if only one Reserved contract is awarded to an SDVOSB concern. If the Government does not receive an acceptable proposal from an SDVOSB concern for a set-aside requirement, the Contracting Officer may compete that action among all awardees.

2. Task orders for Task Area 4, alone or in combination with another tasking area, will be competed among offerors awarded unrestricted MAIDIQs. SDVOSB concerns with Reserved contracts will be permitted to compete against offerors with unrestricted MAIDIQ contracts for task orders that include Task Area 4. The Contracting Officer reserves the right to set-aside future task orders that include Task Area 4 for SDVOSB concerns, pursuant to AFARS 5119.202-1, if subsequent market research indicates that two or more SDVOSB concerns have the required capability and the capacity to perform the requirement at a fair and reasonable price consistent with the Limitations on Subcontracting.

I. <u>Authority to Place Task Orders</u>:

1. All contracting organizations under the command of the MICC are herewith delegated authority to award and administer task orders under the MCoE Mission Support Services MAIDIQ contracts. MICC Task Order Contracting Officers (TOCO) must request and obtain confirmed ceiling allotment from the MCoE Administrative Contracting Officer (ACO) prior to commencing procurement under this IDIQ. This request may be done via email to the ACO. Request shall be made via email to the ACO at <u>yewston.n.myers.civ@mail.mil</u>.

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

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

3. All task orders are to be awarded on a DD Form 1155 (Order for Supplies and Services). The Task Order award number will include be the awardees' base contract number from MCoE Mission Support Services MAIDIQ. Prior to awarding a Task Order, each TOCO that has been granted authority to use this MAIDIQ must contact the ACO to report

the total dollar amount of each task order award, and request a 4 digit log number to be assigned to that award. Task orders will be issued in accordance with the Uniform Procurement Instrument Identification NumbersII (DFARS 204.7003 *(iv) Indefinite Delivery contracts-D). The four digit system generated number will be numeric, W911S0-19-D-0001-0000, in successive order (0001, 0002, etc).

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

J. <u>Fee for Use</u>: There is no fee for the use of the contract by any activity or agency delegated authority to solicit, award and administer Task Orders under this contract. This does not prohibit the negotiation of service fees by ordering offices as reimbursement for their services IAW law and regulations, when this contract is used as a means of satisfying their client's requirements.

K. <u>**Prime Contractors:**</u> The MCoE Mission Support Services MAIDIQ Prime Contractors are as follows:

W911S0-19-D-0001	Yorktown Systems Group
W911S0-19-D-0002	Summit Technologies, Inc.
W911S0-19-D-0003	Cognition, LLC
W911S0-19-D-0004	Beshenich Muir & Associates, LLC
W911S0-19-D-0005	Booz Allen Hamilton
W911S0-19-D-0006	Janus Research Group, Inc.
W911S0-19-D-0007	Systems Studies & Simulations (S3)

All Contractors are technically qualified and have satisfied the full competitive and past performance requirements of the basic MCoE Mission Support Services MAIDIQ award process.

A Prime contractor is automatically ineligible for task order opportunities for any of the following, until corrective action is taken:

- A Prime contractor's non-compliance with reporting requirements required in the PWS;
- A Prime contractor's non-compliance with facility clearance requirements as outlined on the Prime's DD254;
- A Prime contractor's apparent OCI (e.g. Prime is a subcontractor to another competing Prime) or undeclared OCI which is discovered (see Chapter 3 Paragraph M);

CHAPTER 2

ROLES AND RESPONSIBILITIES

A. <u>Administrative Contracting Officer (ACO)</u>: The Administrative Contracting Officer, located within the MICC, is responsible for the administration of the MCoE Mission Support Services MAIDIQ master contracts and the following:

- Serving as point of contact for MCoE customers;
- Providing information regarding the services available under the contracts;
- Providing the administrative procedures for placing orders, contract administration and issuing contract modifications to the master contracts;
- Establishing and maintaining central contract files and databases, as appropriate;
- Monitoring the MCoE Mission Support Services MAIDIQ ceiling;
- Reviewing and approving requests for Delegation of Contract Authority;
- Gathering semi-annual usage data from the field and reporting to the Deputy Assistant Secretary of the Army Policy and Procurement (DASAP&P);
- Tracking and reporting program level metrics;
- Ensuring the task order requirements are within the MCoE SUPPORT contract scope;
- Appointing a MATOC-level Contracting Officer's Representative (COR) for assistance in any of the above tasks, and surveillance of the MATOC as a whole.

B. <u>Mission and Installation Contracting Command (MICC). Senior Contracting Official</u> (SCO): The MICC SCO is responsible for review and approval, overall guidance and oversight of all task orders and procedures in accordance with acquisition regulations and the designated thresholds as outlined in Chapter 5, Paragraph A, of this Ordering Guide. The SCO's Office is responsible for the following:

- Contracting authority and agency lead;
- Reviewing, processing and providing approvals and guidance for task orders in accordance with review and approval procedures;
- Simplifying, standardizing and streamlining the process;
- Analyzing the adequacy of tools and training;

- Sharing lessons learned;
- Disseminating ACC and MICC Policy;
- Ensuring competition

C. <u>Task Order Ombudsman</u>: The ombudsman is a senior agency official at the MICC SCO staff who is independent of the ACO. The Ombudsman is delegated authority to:

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

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

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

D. <u>Task Order Contracting Officers:</u> The Task Order Contracting Officer is responsible for the following:

- Serving as the local contracting focal point for coordination and awarding task orders for their clients;
- Ensuring the task order requirements are within the MCoE Mission Support Services MAIDIQ contract scope;
- Authorize travel and overtime;
- Ensuring that the Contractor Manpower Reporting requirement is a part of the service acquisition requirements package and that the requirement is included in the PWS of the resultant task order;
- Ensuring that the requirement to monitor the Contractor's reporting of the required information obtained for the Contractor Manpower Reporting is included in the Contracting Officer's Representative appointment letter;
- Complying with the fair opportunity for consideration requirement and competing all task orders among the restricted or unrestricted suite MCoE Mission Support Services MAIDIQ Contractors;

- Ensuring that Quality Assurance Surveillance Plans and appropriate metrics are provided with each order request;
- Coordinating task order requests with the SCO or MICC points of contacts as required, and obtaining approvals prior to execution;
- Initiating a Contract Performance Assessment Report (CPAR), as required; and
- Submitting a semi-annual report to MICC regarding Contractor performance and ceiling usage.

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

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

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

F: <u>MATOC COR</u>: An experienced COR, responsible to the ACO for program-level metrics, communications, and reporting. The MATOC COR is not only the "eyes and ears" of the ACO, but also a point of contact for customers and contractors, regarding program management and metrics. Typical duties include:

- Prepare Monthly Status Reports on each MATOC contractor
- Review Contractors' Quarterly Reports for compliance, completeness
- Maintain COR file in CORT Tool with all program-level surveillance, correspondence, reports, requests, and performance notes
- Review upcoming opportunities for MATOC applicability
- Review Add Subcontractor requests, perform preliminary research, and deliver findings with recommendations to ACO
- Review Task Order requirements documents for applicability
- Maintain program-level communication lists (POCs, email, key personnel)
- Participate in Task Order selection boards as needed
- Monitor CMRA reporting, assist as needed
- **G.** <u>**Prime Contractors**</u>: The MCOE Support Prime Contractors are found in Attachment 1. The Prime Contractors are responsible for the following:
 - Submitting Quarterly Reports to the ACO that cover task orders and contract status and quality control as specified in the master contracts (Section H.6 of MAIDIQ contract);
 - Submitting Annual Reports to the ACO that cover the assessment of the task order performance as specified in the master contracts (Section H.6 of MAIDIQ contract);
 - Ensuring that performance, deliverables, and small business goals meet the requirements set forth in the master contracts and individual task orders. Performing work and providing the services in accordance with the terms and conditions of the task order and prescribed levels of quality control;
 - Segregating cost data by task order and within each task order pursuant to the terms of the task order;
 - Submitting a proposal in accordance with the request from the Ordering Office; and
 - Collecting and reporting data for the Contractor Manpower Reporting for each and every task order awarded to them.

CHAPTER 3

THE REQUIREMENTS PROCESS AND PLACING ORDERS

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

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

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

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

1. The preferred Task Order 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 Task Order type. T&M and LH Task Order types may be used at the discretion of the TOCO if properly justified, documented, and approved. FAR 16.601(d) provides that a time and materials contract may be used only if the Contracting Officer prepares a determination and findings (D&F) that no other contract type is suitable and the D&F is approved at the appropriate level. The same application and limitations apply to labor-hour contracts in accordance with FAR 16.602. Pursuant to FAR 16.601(d)(1)(ii), the HCA must approve the aforementioned D&F prior to the execution of the base period when the base period plus any option periods exceeds three years. Therefore, before a task order can be awarded, ordering offices shall prepare and have approved a D&F for use of a Time and Material or Labor Hour

task order.

2. Task Orders may include award/incentive fee provisions if properly justified and approved at the Task Order level. Task Orders may be awarded as bilateral orders. In emergency situations or when a bilateral Task Order cannot otherwise be issued in a timely manner, the Government has the right to issue unilateral Task Orders on an undefinitized basis. Any such undefinitized unilateral Task Order 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 Task Order.

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

E. <u>Security Requirements</u>: This MAIDIQ contract is not classified. However, it is anticipated that some Task Orders07 will require access to or generation of classified material. A general Contract Security Classification Specification (DD Form 254) has been included in this contract. Contractors shall conform to all security requirements as specified in each task order and as detailed in the DD Form 254 included with the task order. If a security clearance is required, interim coverage may be obtained from the Department of Defense. Surveillance of DD 254 requirements will be executed at the task order level. Internet siteyhttp://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 Task Order level.

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

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

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

The Task Order Contracting Officer shall:

• Provide a fair notice of the intent to make the purchase, including a description of the work the Contractor shall perform and the basis upon which the selection decision will

be made to all Prime Contractors (to satisfy this requirement, the Ordering Office is allowed to provide an email to all Prime Contractors notifying them of the requirement and requesting a response if the Contractor is interested in submitting a proposal or quote);

- Afford all Prime Contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered;
- Consider price and cost under each order as one of the factors in the selection decision;
- Keep Contractor submission requirements to a minimum;
- Use streamlined procedures, including oral presentations; and
- Consider only past performance on earlier task orders under the master contracts, if available. Past performance considerations may include the Contractor's performance regarding quality, timeliness, business relations, and cost control.

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

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

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

I. <u>Request for Task Order Proposal (RTOP)</u>: RTOPs or similar requests will be used by the Government when requesting responses to Task Order requirements. Oral requests may be issued when the requirements are urgent. The RTOP will include submission requirements, PWS, 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.

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

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

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

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

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

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

Past Performance shall be limited to past performance information of previous MCoE Mission Support Services task orders where possible. See AFARS 5116.505-90(d) which states,

-Past performance information, including quality, timeliness, and cost control on earlier orders placed under the same MATO contract, should be considered in the ordering process. Past performance information should already be readily available in program and technical offices. Requests for Contractor submission of past performance information with proposal submission under MATOC shall be eliminated.

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

Additional clauses may be added at the Task Order level provided they do not conflict with

clauses included in the basic ID/IQ contract.

J. Task Order Pricing:

The Pricing Matrix included in each Prime Contractor's contract provides the labor categories that shall be quoted and the maximum rates that may be paid/reimbursed under this contract for the five year ordering period. Requests to make changes to the pricing Matrices MAY be submitted to the ACO on an annual basis to reflect changes in the wage determinations used to establish CAP rate, and additions/deletions of labor categories. In isolated cases, additional labor categories **may** be added at the Task Order 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.

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

a. To aid in the development of prices quoted in response to Task Orders, the labor rates set forth in On-Site and Off-Site Price Matrices terms of CAP rates for any type of task order used (selected at the Task Order 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. Labor rates quoted at the task order level may include discounts from the CAP rates that consider the nature, location, size and duration of the task order.

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

2. <u>Travel</u>: 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 Task Orders under this contract. Official travel of Contractor personnel away from their duty station that was not identified in the negotiated Task Order shall not be undertaken unless advance written approval has been obtained from the Task Order Contracting Officer or COR. See FAR 31.205-46 for additional information regarding travel costs. Invitational Travel Orders will <u>NOT</u> 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. <u>Fee or profit on travel expenses is not an allowable reimbursement.</u>

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.

3. <u>Travel Regulations</u>: The following travel regulations may be used to determine reasonableness for travel:

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

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

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

4. <u>Other Direct Costs (ODCs)</u>: 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 Task Orders 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 Task Order level and may be added to individual Task Orders as a separate Contract Line Item Number on a cost reimbursement basis only.

K. <u>Changes in Team Members/Subcontractors</u>: The Contractor may not add any team members to the Contractor's team without ACO's authorization to do so. A Contractor's request to add a subcontractor must include sufficient supporting information and justification for the ACO to evaluate merit, assess risk, and make a determination; evaluation of the subcontractor to be added will be similar to the original selection evaluation. See Attachment 5, Prime Contractor's Request to Add Subcontractor.

When subcontractors are approved, their services shall be provided within the labor categories and at a rate no higher than the labor rates included in the On-Site Price Matrix or Off-Site Price Matrix of each Contractor's basic ID/IQ contract. The Contractor shall advise the ACO of team member deletions as they occur; deletions do not require the same justification as additions, but instead, a reason (e.g. bankruptcy, potential OCI, non-responsiveness) for the deletion.

L. <u>Government Property</u>:

It is anticipated that for some tasks Government Furnished Equipment (GFE) will be specified in the individual task order (at the discretion of the Government) with specified delivery dates and in specified condition. Such equipment shall be returned to the Government upon the conclusion of the task order. Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the Contractor for use during the performance of the task as specified in the task orders (at the discretion of the Government) with specified delivery dates. These documents shall be returned to the Government upon conclusion of the task order.

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

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

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

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

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

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

a. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant

information that would assist the ACO or TOCO in making a determination on this matter.

b. If upon RTOP receipt, the Contractor identifies a potential conflict, the Contractor shall submit a request to the TOCO to obtain written approval to participate in a RTOR. If the Contractor is aware of multiple Task Orders that may create the appearance of a conflict, or be an actual conflict, the Contractor shall notify ACO or TOCO as soon as the conflicts/apparent conflicts have been identified. This provision shall be in effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for three years thereafter.

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

d. 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.

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

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

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

a. 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:

b. 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. 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.

c. 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 Task Orders.

d. 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 Task Order.

e. 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.

f. 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.

g. 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.

3. <u>Examples of OCI concerns</u>. 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 Task Order situations:

a. Unequal access to information: Access to "nonpublic information" as part of the performance of a Task Order 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.

b. Biased ground rules: A Contractor in the course of performance under a Task Order 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.

c. Impaired objectivity: A Contractor in the course of performance of a Task Order 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.

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

5. <u>Compliance</u>: Compliance with this OCI requirement is a material obligation of this contract. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, Organizational and Consultant Conflicts of Interest, or elsewhere included in this contract. If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default. For breach of any of the restrictions contained herein, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government reserves the

right to terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this section, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the MCoE KO may choose to terminate this contract for convenience of the Government, when such termination is deemed to be in the best interest of the Government.

N. <u>Work on a Government Installation</u>: In performing work under this contract or any Task Order 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 Task Order;
- 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 Task Order 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 Task Order Performance Work Statement (PWS).

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

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

P. <u>Task Order Review and Approval Procedures</u>: The Senior Contracting Official (SCO), MICC provides contract review, approval, and oversight for all contracts and Task Orders prepared and awarded by all ordering offices that fall within the MICC area of responsibility.

Q. <u>Unauthorized Work</u>: The Contractor is not authorized to commence Task Order performance without a signed Task Order 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 Task Order; or,
- Modify any term or condition of the Task Order.

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

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

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

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

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

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

S. <u>Task Order Notifications/Debriefings</u>: The Task Order Contracting Officer is required

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

T. <u>Contract Services/Contractor Manpower Reporting</u>: The Contract Manpower Reporting (CMR) requirement was implemented by the Assistant Secretary of the Army, Manpower and Reserve Affairs through memorandum dated March 8, 2005. The MCoE Mission Support Services contract includes the required provisions. However, all task orders and delivery orders, regardless of dollar amount, must include a separate Contract Line Item Number for Contract Manpower Reporting in order to obtain better visibility of the Contractor service workforce from Contractors supporting the Army. The CMR was designed to collect and report data regarding labor costs associated with the contract workforce and the organizations and missions that the contract workforce support. The Contractor Manpower Reporting will ensure that the Army is getting full value from our contract workforce. Therefore, requiring activities shall add accounting for contract services to their requirement packages that are submitted to the Contracting Officer

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

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

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

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

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

CHAPTER 4 TASK ORDER PROCESS

Requirements for which the work described is any combination of Task Area 1, 2, 3, 5, and/or 6 are set aside for competition among the eligible Reserved (SDVOSB) MATOC members.

W911S0-19-D-0001	Yorktown Systems Group
W911S0-19-D-0002	Summit Technologies, Inc.
W911S0-19-D-0003	Cognition, LLC
W911S0-19-D-0004	Besheneich Muir & Associates, LLC

Requirements for which the work described is, in any portion, Task Area 4 are competed among all eligible MATOC members. (See Chapter 1, Paragraph H of this document.)

W911S0-19-D-0001	Yorktown Systems Group
W911S0-19-D-0002	Summit Technologies, Inc.
W911S0-19-D-0003	Cognition, LLC
W911S0-19-D-0004	Besheneich Muir & Associates, LLC
W911S0-19-D-0005	Booz Allen Hamilton
W911S0-19-D-0006	Janus Research Group, Inc.
W911S0-19-D-0007	Systems Studies & Simulations

A. Task Orders. Reserved Competition.

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

2. The TOCO, with advice from the MATOC COR, determines whether the Task Order requirement is within the MCoE Mission Support Services scope. The Ordering Office and customer conduct market research to determine whether MCoE Mission Support Services is the appropriate vehicle to satisfy the customer's requirement. (See Attachment 6, Market Research Template)

3. The TOCO determines whether the requirement should be restricted to the Reserved Prime contractors, based on the Task Area(s). If the task area is 1, 2, 3, 5, or 6 (or any combination thereof), the requirement must be competed among the eligible Reserved contractors.

4. The TOCO requests and obtains confirmed ceiling allotment from the ACO/or the TOCO submits request for delegation (if not MICC).

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

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

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

8. The TOCO submits RTOP to Contractors who are eligible to receive RTOP. (Normally the deadline is 10 to 15 days from issue to response.) The TOCO notifies the MATOC COR (may bcc RTOP, or separate email) of RTOP release.

NOTE: if no Reserve Contractors are eligible, or if there is insufficient competition, the RTOP may be released as Open Competition among all eligible MATOC Contractors.

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

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

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

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

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

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

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

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

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

18. The TOCO administers Task Order files and submits copy of awards to ACO, and notifies MATOC COR of award.

B. <u>Task Orders, Open Competition</u>.

1. All steps are the same as for Reserved Competition, except if the requirement is Task Area is 4 (wholly or in part), the requirement is competed among all eligible MATOC members.

2. If there is insufficient competition among eligible MATOC members, the ACO must determine the reason for the lack of competition and whether competition can be regenerated within the MATOC, or if it is better to defer the requirement to competition outside the MATOC.

CHAPTER 5 TASK ORDER MONITORING AND CONTRACT ADMINISTRATION

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

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

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

Department of the Army Mission and Installation Contracting Command ICO Office-Fort Benning 6600 Meloy Drive, Suite 250 Fort Benning, GA 31905

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

C. <u>MATOC Contracting Officer's Representative (COR)</u>: A Contracting Officer's Representative shall be designated for the master contracts by the ACO. The MCoE shall nominate an experienced COR, and submit the nominee's name to the ACO for approval and designation. The COR designation letter will outline the duties and authority of the COR. The MATOC COR will: document contractor's compliance with the base contract's requirements; review upcoming opportunities for MATOC applicability; review requests to add subcontractor for completeness and accuracy, complete preliminary research, and deliver findings to ACO; assist Task Order CORs with requirements documents, reporting requirements, and selection boards as needed; and ensure all required reports and documents are provided via CORT Tool or its successor to the local contracting office for contract administration, monitoring purposes, and the official contract file.

D. <u>Task Order Contracting Officer's Representative (COR)</u>: A Contracting Officer's Representative shall be designated for each Task Order issued under the master contracts by the TOCO. The local Customer shall nominate a Government employee who is technically qualified and trained to become a COR and submit the nominee's name to the TOCO for approval and designation. The COR designation letter will outline the duties and authority of the

Metric	Standard	Target	Data Source	Frequency
	products and services which met MCoE mission requirements in terms of Quality, Timeliness, Cost	satisfactory or higher rating for Quality, Timeliness, Cost Control, Business		Annual
of Service Contracts	All MCoE contracts and task orders have a contract level QASP approved, a trained COR appointed, and an annual performance assessment report executed for task orders over \$100,000. 100% – Green 80%- 99% - Amber <80% - Red		MCoE Quality Assurance Program Files	Annual
Task Order Execution in	requirements were planned and executed to meet required services start date	mission requirements for	MCoE Task Order and Contract Level COR	Annual
	complied with FAR 52.219- 14, Limitation of Subcontracting.		Contract Level Contracting Officer Files	Annual

in supporting Army Competition Program Goals	Fair opportunity for consideration was provided on all task orders, unless an exception applied, promoting cost effectiveness through competition.	Average of 3-5 proposals were received in response to all request for task order response.	Data - Task	Annual
	Program to be compared using comparable in- source values and projected contractual cost to ensure cost effectiveness.	mission requirements while continues to provide cost effectiveness.	0	Annual

E. COR. Local CORs will ensure that the Contractor's performance is properly documented and that required reports are provided to the local contracting office for contract administration, monitoring purposes, and the official contract file.

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

G. <u>Quality Assurance Surveillance Plan (QASP)</u>: A Quality Assurance Surveillance Plan will be tailored and developed for each task order to ensure the assessment of performance for critical contract elements. The QASP serves as the plan for performance surveillance and identifies the performance indicators, standards, inspection methods, and procedures to be used in monitoring performance. Additionally, the QASP shall include specified procedures for collecting service delivery data, methods of surveillance, thresholds for acceptable and unacceptable performance, and sampling guides.</u>

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

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

- Customer Satisfaction
- Management of Service Contracts

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

I. <u>Contractor Quarterly Status Reports</u>: The Contractor shall provide quarterly reports to the MCoE KO and COR 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 opportunities issued to include:
 - Ordering Office (usually MICC-Benning)
 - RTOP number
 - Release date
 - Closing date
 - RTOP responded to or declined (with rationale for not participating)
 - Notes (e.g. "won" or "lost" or "issued, but award delayed until next quarter")
- 2. A listing of ALL Task Orders issued, to include:
 - RTOP number
 - Task Order number
 - Date of issuance, PoP start, PoP end (including options)
 - Task area primary, that represents the preponderance of work
 - Location of performance
 - A brief description of work covered by Task Order;
 - Task Order Total amount ordered (face value of all options)
 - Task Order Total awarded (changes as options are exercised, cumulative);
 - Type of Task Order issued (i.e., FFP, T&M, and LH);
 - Utilization of small business subcontractors, if applicable
 - Notes pertaining to Task Order (e.g. "Option 1 exercised" or "Expired")
 - Concerns or areas for improvement
- 3. Cumulative summary of total dollars ordered and awarded to date on IDIQ contract;
- 4. OCI review to identify, certify the lack of any OCI and address any potential OCI identified.

Highly recommend Excel format, using formulas to reduce errors; either single page or multi-tab are acceptable. Word format (with tables) is acceptable; memo / paragraph form is highly discouraged, as being time-consuming to create and read, and difficult to extract meaningful information.

A cumulative report (that which leaves all quarterly information in place and simply adds the new quarter's on) is acceptable, provided the current quarter's activity is clearly

marked/identified (highlighted cells work well).

J. <u>Invoices and Payments</u>: There is no invoicing at the program level. The specific methods and requirements for invoice submission will be provided at the Task Order level to assure a successful flow of WAWF documents, to include codes, due dates, attachments, and/or payment office.

K.<u>Contractor Manpower Reporting:</u> All Contractors shall report each year in October, all manpower and dollars expended on task orders which were active at any point in the previous fiscal year, regardless of the status in October. The Contractor must work with the Task Order COR to ensure all information is completed (see PWS for specific instructions). The MATOC COR will (a) monitor input throughout the reporting month, (b) contact the Contractor and Task Order COR with status updates until complete, and (c) assist if needed. The TOCO will also monitor progress for reporting purposes, but cannot make changes within CMRA.

ATTACHMENTS

Attachment 1	MCoE Mission Support Services MAIDIQ Prime Contractors
Attachment 2	Sample Task Order Acquisition Strategy
Attachment 3	Sample Request for Task Order Proposal (RTOP) Packet
Attachment 4	MCoE Mission Support Services MAIDIQ Delegation of Contract Authority (DCA) Request Form
Attachment 5	Prime Contractor's Request to Add Subcontractor
Attachment 6	Market Research Template

ATTACHMENT 1

MCoE Mission Support Services MAIDIQ Prime Contractors

Company	MATOC Contract #	Туре	CAGE Code
Yorktown Systems Group 675 Discovery Drive Suite 302 Huntsville, AL 35806	W911S0-19-D-0001	SDVOSB	4VJW9
Summit Technologies, Inc (STI) P.O. Box 3448 Winter Park, FL 32790-3448	W911S0-19-D-0002	SDVOSB	1JPC5
Cognition, LLC 1250 Connecticut Ave. NW, Suite 200 Washington D.C., 20036	W911S0-19-D-0003	SDVOSB	3FQ26
Beshenich Muir & Associates, LLC (BMA) 121A Cherokee Street Leavenworth, KS 66048	W911S0-19-D-0004	SDVOSB	58U92
Booz Allen Hamilton (BAH) 8283 Greensboro Drive McLean, VA 22102	W911S0-19-D-0005	Large	17038
Janus Research Group, Inc 600 Ponder Place Drive Evans, GA 30809	W911S0-19-D-0006	Mid-sized	1BXG3
Systems Studies & Simulations (S3) 615 Discovery Drive; Huntsville, AL 35806	W911S0-19-D-0007	WOSB	0WYZ

ATTACHMENT 2 SAMPLE

TASK ORDER MINI ACQUISITION STRATEGY

Insert Project or Requirement Title

MICC – FORT BENNING

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

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

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

b. Taxonomy of Services. As applicable, state –Knowledge-based ServicesII or -Not Knowledge-based Services.II

- (1) Portfolio Group: Insert correct group.
- (2) Portfolio: Insert correct portfolio.
- (3) Product Service Code(s): Insert correct code(s).
- c. Procurement History. State if this is a new or recurring requirement. If it's a recurring requirement discuss how the previous acquisition was accomplished, its dollar value, performance period, contract type, business size, number of offerors, source selection method, and how small business participation was achieved.

2. <u>Strategy.</u>

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

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

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

(3) Non-DoD Contract. State —Not applicablell or discuss rationale for use of Federal

Supply Schedules. When requirement exceeds \$150K, attach approved D&F (Ref ASA(ALT) memo, 12 Jul 05, subject: Proper Use of non-Department of Defense (Non-DoD) Contracts).

b. Contract Type. Discuss contract type (FFP, CPFF, etc.), and reason therefore. Preference is given to Firm Fixed Price and then Cost Plus Fixed or Incentive Fee. Other types may require additional approvals. T&M should be avoided. (Ref ACC Memo, 4 Feb 11, subject: Better Buying Power Initiatives; SCO Policy Alert #12-12). Requirement for HCA approval of contract type kicks in at \$100M.

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

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

(2) Improve Tradecraft in Service Acquisitions.

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

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

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

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

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

Event	Projected Completion Date
Acquisition plan approval	
Issue Request for Task Order Proposal (TORP)	
Receive Proposals	
Complete Evaluations	
Complete Pre-negotiation Objective Memorandum (POM)	

Complete Price Negotiation	
Memorandum (PNM)	
Contract award	
Commence Phase-in	
Commence full performance	

4. Attachments.

Delineate attachments or state "None".

ATTACHMENT 3 SAMPLE

Mission Support Services Request for Task Order Proposal (RTOP) Template

 RTOP Number: {INSERT DODAAC}-11-RTOP-0001
 Date of Issue: XX Month XXXX

 (Revision No._____)
 Date of Issue: XX Month XXXX

Description of Services: Enter title of the task order

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

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

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

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

Task Area 1: General Administrative, Technical, and Analytical

Task Area 2: Training Development

Task Area 3: Doctrine Development

Task Area 4: Capability Development

Task Area 5: Instruction

Task Area 6: Training Aids, Simulations, Simulators (TADSS), Modeling, and Analysis

There is no incumbent contractor. *(The incumbent contractor is______)*. Fair opportunity is herein provided to all Suite______prime contractors. The Government intends to award a single task order as a result of this RTOP to the offeror that can fulfill all requirements of this RTOP and the Performance Work Statement (PWS). Responses that are for less than the full requirements will be rejected and will not be evaluated.

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

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

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

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

Attachment 1 - Additional Terms and Conditions \times

Attachment 2 - Pricing Schedule (CLIN Structure)

- Attachment 3 Performance Work Statement/Performance Requirements Summary
- Attachment 4 Quality Assurance Surveillance Plan
- Attachment 5 Submission Instructions/Evaluation Criteria \boxtimes
 - 5 A. Instructions

 \times

- 5 B. Evaluation Criteria
- 5 C. Basis for Award

Attachment 6 – Attachments or Technical Exhibits (*If applicable*)

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

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

Anticipated Period of Performance:

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

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

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

Sincerely,

{INSERT TOCO NAME} Task Order Contracting Officer

Request for Task Order Response (RTOP)

Attachment 1 – Additional Terms and Conditions

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

FAR 52.217-8, Option to Extend Services within <u>30 days</u>. FAR 52.217-9, Option to Extend the Term of the Contract

...within_____days;

...at least_____days;

...shall not exceed _____months.

FAR 52.232-19, Availability of Funds for the Next Fiscal Yearbeyond 30 September 2012.

FAR 52.232-22, Limitation of Funds is applicable at the CLIN level. FAR 52.237-3 Continuity of Services

FAR 52.245-1, Government Property (If applicable)

FAR 52.245-2, Government Property Installation Operation Services (If applicable)

FAR 52.245-9, Use and Charges (*If applicable*)

DFARS 252.211-7007, Item Unique Identification of Government Property (If applicable) FAR 52.233-2, Service of Protest

.....the value of this task order is expected to exceed \$10,000,000.00 and therefore the General Accountability Office (GAO) has exclusive jurisdiction of any protest (as defined in section 33.101) in accordance with Section 843 of the Fiscal Year 2008 National Defense Authorization Act (NDAA).

FAR 52.237-1, Site Visit (*If applicable*)

FAR 52.246-6, Inspection of Services-Fixed Price)

DFARS 252.232-7007, Limitation of Government's Obligation (Only if incrementally funded)

The following provision is added to this RTOP:

AMC-LEVEL PROTEST PROGRAM (NOV 2008)

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

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

Facsimile number (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

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

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

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

(End of Provision)

Contractor's additional information:

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

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

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

- 4. Task Order Administration Data.
 - a. Task Ordering Contracting Officer (TOCO). The {INSERT ORDERING OFFICE} is Page 41

responsible for awarding this Task Order. The TOCO is *{INSERT TOCO, COMMERICAL PHONE NUMBER AND E- MAIL ADDRESS}*. The Task Ordering Contract Specialist is *{INSERT Task Order CONTRACT SPECIALIS, COMMERICAL PHONE NUMBER AND E-MAIL ADDRESS}*.

- b. TOCO Points of Contact. The TOCO will be responsible for the administration of this Task Order and, alone, is authorized to take actions on behalf of the Government that result in changes in the terms and conditions of the Task Order. The TOCO is *{INSERT TOCO, COMMERICAL PHONE NUMBER AND E-MAIL ADDRESS}*.
- c. Contracting Officer's Representative.

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

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

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

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

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

a. Contractor Manpower Reporting. The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which

the Task Order is in force. As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. NOTE: If the reporting of Manpower Equivalents is not separately priced, insert "NSP" in the blank shown.

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

The required information includes:

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

(4) Contractor name, address, phone number, e-mails address and name of contractor employee entering data

- (5) Estimated direct labor hours (including sub-contractors)
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors)
- (7) Total payments (including subcontractors)

(8) Predominant Federal Supply Class Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different)
 (9) Estimated data collection price

(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (Obtain and provide the Army Requiring Activity UIC)

(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country. When in an overseas location, use standardized nomenclature provided on website)

(12) Presence of deployment or contingency contract language

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

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

KIND:	AMOUNT:
Workmen's Compensation and	Amount required by the State in which this Task Order is Occupational Disease Insurance performed

Employer's Liability Insurance

\$100,000

Comprehensive General Liability	\$500,000 per occurrence Insurance for Bodily Injury
Comprehensive Automobile Liability	\$200,000 per person
	\$500,000 per occurrence for Bodily Injury and
	\$20,000 per occurrence for Property Damage

c. Wage Determination. *{INSERT APPLICABLE WAGE DETERMINATION}* applies to this Task Order and can be downloaded at <u>www.wdol.gov</u>. As indicated in the Ordering Guide, Chapter 3, CAP rates are located in the basic contract.

Request for Task Order Response (RTOP)

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

Attachment 2 - Pricing Schedule (CLIN Structure)

(Duplicate as necessary for option periods)

Request for Task Order Response (RTOP)

Attachment 3

PERFORMANCE WORK STATEMENT (PWS) MANUEVER CENTER OF EXCELLENCE (MCoE) TRAINING & SUPPORT SERVICES

[Insert Title and Activity]

NOTE TO OUR CUSTOMERS: THIS TEMPLATE <u>MUST BE TAILORED</u> FOR YOUR AGENCY BY INCLUDING YOUR UNIQUE REQUIREMENTS, QUANTITIES FOR WORKLOAD, SPECIFIC SURVEILLANCE TECHNIQUES, ETC. ANY QUESTIONS REGARDING THIS TEMPLATE SHOULD BE ADDRESSED WITH YOUR ASSIGNED ACQUISITION TEAM. GENERAL INFORMATION IS PRESENTED IN BLUE ITALICS WITH PARENTHESIS BORDERS, WHILE FILL-IN GUIDANCE IS PRESENTED IN BLUE ITALICS WITH BRACKET BORDERS. DELETE THESE INSTRUCTIONS AND ALL BLUE ITALICS WHEN FINALIZING THE PWS.

Part 1

General Information

(General information will include topics of interest which apply to the task order as a whole, but not the specific tasks, to include background information, a brief description of the scope of work, personnel related matters such as safety requirements, security requirements, security clearances, quality control requirements, ...etc.)

1. <u>GENERAL</u>: This is a non-personal services task order to provide [*Insert title of service to be provided*]. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such task order service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. All provisions, requirements, and standards of the base contract apply to this task order except as identified in this PWS.

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

1.2 <u>Background</u>: [Insert history and/or background information on the services that are to be provided. Explain how/what events, directives, circumstances led to this specific requirement.]

NOTE: The main difference between "Objectives" and "Scope" is that the objective usually refers to the end state or outcome, and the scope refers to the methods, parameters, and restrictions of meeting that end state. For example, if one needed a janitorial service, the objectives might be, "To provide services supporting clean and sanitary common areas. To provide trash removal and recycling centralization," and the scope might be, "The Contractor

shall provide janitorial services in Buildings 4 and 6 break rooms, kitchens, and common areas on all floors except those designated as "Command Only Use." Part 5 would then describe the specific tasks or actions (dust, wipe, sweep, mop, or remove) areas (floors, surfaces, trash receptacles), scheduling (daily, weekly), or other expectations, in terms of measurable performance or outcomes.

1.3 <u>Objectives</u>: [Insert a few bullets stating what the basic service objective is.]

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

1.5 <u>Period of Performance</u>: [State period of performance and (if applicable) option year(s). For services, no longer than 1 year per PoP, and no more than a Base + 4 Options total time, is allowed. For most studies, doctrine reviews/re-writes, or similar short-term requirements, use Base only. For knowledge-based or technology-based requirements, use Base + 2 Options. For ongoing support which is unlikely to change significantly over time, use Base + 4 Options.] Statement example: The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The Period of Performance reads as follows: Base and options are usually 1 year increments, but may be shorter to factor in other variables, such as to adjust out of 4th Quarter cycle, to synchronize other mandates or timelines, or to align training phases.]

Base Year [State period. Include Phase-in, if applicable. For example: 1 Feb 2012 – 31 Jan 2013, includes 30 day phase-in period of 1 Feb – 2 Mar 2012]

Option Year I	[State period. For example: 1 Feb 2013 – 31 Jan 2014]
Option Year II	[State period. For example: 1 Feb 2014 – 31 Jan 2015]
Option Year III	[State period. For example: 1 Feb 2015 – 31 Jan 2016]
Option Year IV	[State period. For example: 1 Feb 2016 – 31 Jan 2017]

[From the above example, delete Options not needed.]

1.6 General Information

1.6.1 <u>Quality Control Plan</u> (*If applicable. This is a refinement of the QCP the vendor already has in place, tailored to fit the requirement. The MATOC selection evaluation criteria required one at the program level, so resulting Task Order's already have this, at least in general form.)*: The Contractor shall develop and maintain an effective quality control plan to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. [*Insert when and how the QCP is to be*]

delivered, to include: within x days after contract award, (or with the Contractors proposal if it is an evaluation factor), # of copies needed, to whom it is delivered, and the media of delivery. For example, "A comprehensive written QCP shall be submitted to the KO and COR within 30 days of award, and within 5 working days when changes are made thereafter."] The Offerors' QCP must be detailed, containing a systematic approach to monitor daily operations of key and essential functions for providing quality service to the Government, i.e. discrepancy identification procedures, corrective action procedures, prevention procedures for occurrence/re-occurrence of discrepancies, trend analysis usage, and customer feedback utilization. Such QCP requirements will increase the likelihood of successful contract performance. After acceptance of the quality control plan the Contractor shall request the contracting officer's acceptance in writing of any proposed change to his QC system.

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

1.6.3 <u>Recognized Holidays</u>: The days specified below are legal Federal holidays. If the holiday falls on a Saturday, it is observed on Friday; if the holiday falls on Sunday, it is observed on Monday. [*State if the Contractor is or is not required to perform services on holidays listed below. For example,* to the appointed place of duty on Federal holidays. *Or,* Contractors shall not be required to work on holidays, except incomplete tasks which are mission-essential.]

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

1.6.4 <u>Hours of Operation</u>: The Contractor is responsible for conducting business, between the hours of [*Insert the appropriate hours for your organization – usually 0800 – 1700.*] Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential. No Contractor shall work more than 40 hours during the work week; overtime is not authorized.

1.6.5 <u>Place(s) of Performance</u>: The work to be performed under this task order will be performed at [*Insert the place of performance, i.e., Contractor facility or government facilities (include Directorate, Building number or other identifier(s)*].

1.6.6 <u>Type of Contract</u>: The Government will award a Firm Fixed Price contract. [Type of task

order to be determined by TOCO and the customer - most are to be "Firm Fixed Price" unless a different type better fits the requirement, and is justified].

1.6.7 Security Requirements: Contractor personnel performing work under this task order must have a [Insert the level of security required, if applicable] at time of the proposal submission, and must maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD254. (If a "Secret Clearance" is required, the requiring activity must complete the form, then it must be signed by G-2).

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

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

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

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

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

1.6.7.4 Other Security Considerations. [Include all of the following that apply (if "yes" responses on AT/OPSEC Cover sheet); delete & renumber as needed for those items which do not apply. Paragraphs are in compliance with AT-1 and OPSEC standard contract text, as of Feb 2012. Note

that these are the minimum requirements – if there are additional restrictions or requirements; add language that better defines, as needed.]

1.6.7.4.1. **AT Level I Training**. [*All contracts will require this*]. All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within *30* calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within [*insert number of calendar days*] calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <u>https://atlevel1.dtic.mil/at</u>.

1.6.7.4.2. Access and General Protection/Security Policy and Procedures. [*This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area – almost all contracts will have this.*] Contractor and all associated subcontractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.6.7.4.3. **AT Awareness Training for Contractor Personnel Traveling Overseas**. [*This standard language text required for OCONUS travel – almost <u>no</u> contracts have OCONUS travel]. US based contractor employees and associated sub-contractor employees are to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.*

1.6.7.4.4. **iWATCH Training**. [*All contracts will have this*] The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within *30* calendar days of contract award and within *30* calendar days of new employees commencing performance with the results reported to the COR NLT *45* calendar days after contract award.

1.6.7.4.5. Access to Government Information Systems. [Almost all contracts will require this. Updated Oct 2014 in compliance with email "G-6 verbiage for AMO packets"] All contractor employees, and associated subcontractor employees, with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Cyber Awareness Challenge training prior to access to the information system and then annually thereafter.

Information Assurance (IA)/Information Technology (IT) Certification: Per DoD 8570.01-M, DFARS 252.239.7001, and AR 25-2, contractor employees and associated subcontractor employees supporting IA/IT functions shall be appropriately certified for each category and level upon contract award. The baseline and computing environment certifications are stipulated in DoD 8570.01-M must be completed upon contract award. Upon request by the Government, the Contractor shall provide documentation supporting the IA certification status of personnel performing IA functions. Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing IA functions.

1.6.7.4.6. **OPSEC Standing Operating Procedure/Plan**. [*All contracts will require this*] The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

1.6.7.4.7. **OPSEC Training.** *[All contracts will require this]* In accordance with AR 530-1 all personnel will complete Level I Operations Security (OPSEC) training which is composed of both initial and continual awareness training (annually). All newly assigned personnel within the first 30 days of arrival in the organization must receive initial training to include a briefing on the organizations critical information. The end state of initial and continual awareness training is that each individual should have the requisite knowledge to safeguard critical information.

1.6.7.4.8. **Information assurance (IA)/information technology (IT) training.** [*All contracts will require this*] All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment.

1.6.7.4.9. Information assurance (IA)/information technology (IT) certification. [*IMO-type or elevated-level access contracts will require this*] Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

1.6.7.4.10. **Contractors Authorized to Accompany the Force**. [*Almost <u>no</u> contracts will require this*] DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

1.6.7.4.11. **Contract Requiring Performance or Delivery in a Foreign Country**. [*Almost <u>no</u> contracts will require this*] DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

1.6.7.4.12. Handling of or access to Classified Information. [Some contracts will require this, depending on clearance levels.] Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

1.6.7.4.13. **Visit Authorization Letter.** The Contractor must provide a valid (IAW DoD 5220.22-M) Visit Authorization Letter (VAL) for every employee on the contract, prior to their visit. This VAL must be originated by the Contractor's Security Office (also called Facility Security Officer or FSO), and shall be sent to the Contracting Officer Representative or Security Representative. The VAL must include the purpose and date(s) of visit, security clearance information, social security number, the contract number. This request is valid for up to one year. The request must be reviewed and updated as needed, but at least annually.

1.6.7.4.14. **Statement of Non-Disclosure.** All Contractor personnel will comply with the nondisclosure requirements in the clause at FAR Part 52.227-14 (or DFAR equivalent). All Contract Personnel must sign a statement of non-disclosure.

1.6.7.4.15 Access and General Protection/Security Policy and Procedures. [Added Dec 2014 in compliance with HSPD-12 requirements, ref email from G2 "HSPD-12 wording for PWS".] Contractor and all associated subcontractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures provided by government representative. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce shall comply with all personal identity verification requirements as directed by Department of Defense (DoD), Headquarters Department of the Army (HQDA) and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.6.7.5. Information Assurance and Cyber Security. [The following 2 paragraphs were added as requirement from G-6, as of October 2014. Do not change the wording.]

1.6.7.5.1. Contractor Employees Who Require Access to Government Information Systems: All contractor employees, and associated subcontractor employees, with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DoD Cyber Awareness Challenge training prior to access to the information system and then annually thereafter.

1.6.7.5.2. Information Assurance (IA)/Information Technology (IT) Certification: Per DoD 8570.01-M, DFARS 252.239.7001, and AR 25-2, contractor employees and associated subcontractor employees supporting IA/IT functions shall be appropriately certified for each category and level upon contract award. The baseline and computing environment certifications are stipulated in DoD 8570.01-M must be completed upon contract award. Upon request by the Government, the Contractor shall provide documentation supporting the IA certification status of personnel performing IA functions. Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing IA functions.

1.6.8 <u>Special Qualifications</u>: [Insert any **special certification requirements** (IT-related, instructors, medical-related, etc.) or other specialized education or experience, if deemed appropriate, i.e. "The Contractor is responsible for ensuring all employees possess and maintain current Information Assurance Technician (IAT) Level I professional certification during the execution of this task order." If there are no certificates/special qualifications required, state, "There are no special qualifications or certifications required by this task order."

In this section can also be inclusive requirements such as "all personnel must have _____" or team requirement of "At least one member of the team must have _____" or "The team must consist of one or more persons with ______." Qualifications specific to a single task should be listed in section 5]

1.6.9 <u>Post Award Conference/Periodic Progress Meetings</u>: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the Contracting Officer will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 <u>Task Order Contracting Officer Representative (COR)</u>: The COR (sometimes referred to as the TOCOR) will be identified by separate letter. The COR monitors all technical aspects of the task order and assists in task order administration The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the task order: perform inspections necessary in connection with task order performance: maintain written and oral communications with the Contractor concerning technical aspects of the task order: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting

Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: In addition to the company's Program Manager (PM) and Alternate PM, the follow personnel are considered key personnel by the government: [Insert the titles of the key personnel i.e., site manager, team lead, Systems Engineer, etc, ONLY if those positions are critical to the management and performance of the tasks, where the task order is complex. In most cases, there are NOT additional key personnel. If the task order has no additional KP, state, "There are no key personnel besides the MATOC's PM and APM." And delete the remainder of this paragraph.] The Contractor shall provide a [title, e.g., team lead, or task order manager] who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the contracting officer. The task order manager or alternate shall have full authority to act for the Contractor on all task order matters relating to daily operation of this task order. The task order manager or alternate shall be available between [Insert the hours, i.e., 8:00 a.m. to 4:30p.m.], Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. Qualifications for all key personnel are listed below: [Insert the qualifications for all key personnel, i.e., 1.6.12.1 Task order Manager and Alternate, 1.6.12.1.1 The Task order Manager and Alternate must have 24 semester hours in mathematical, engineering, and/or quantitative analysis courses; 15 or more years cost analysis experience; and familiarity with Defense Department Data Sources (e.g. cost and software data reporting, EVM), 1.6.12.2 Systems Administrator, 1.6.12.2.1 The Systems Administrator must have a high degree of expertise with the following systems/protocols: Microsoft Server 2000 and XP operation and administration, and Network Administration.]

1.6.12 <u>Identification of Contractor Employees</u>: All task order personnel attending meetings, answering Government telephones, writing e-mails, and working in any situation where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.6.12.1. ID Badges: 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 easily readable and include employee's name, Contractor's name, functional area of assignment, and color photograph. The ID badge shall be approved by the Contracting Officer or his/her designee before contract start date.

1.6.12.2. Display of ID Badges: Contractor personnel shall wear an ID badge (company-issued or CAC) at all times when performing work under this contract to include attending Government meetings and conferences. Unless otherwise 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.

1.6.12.3. Answering Telephones: Contracted staff shall identify themselves as Contractor employees when answering Government telephones.

1.6.12.4. Utilizing Electronic Mail: When prime Contractor or Sub-Contractor personnel send Email messages as a part of contract performance (or otherwise relating to contract matters), each sender shall include his/her name (both first and last names), contact information (e-mail, phone), and the name of the individual's employer to their signature block.

1.6.13 <u>Contractor Travel</u> (If applicable): [Insert any travel requirements.]. For example: Contractor will be required to travel CONUS and within the NCR during the performance of this task order to attend meetings, conferences, and training. The Contractor may be required to travel to off-site training locations and to ship training aids to these locations in support of this PWS. Required language, should travel be needed: Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this task order. All travel requires Government approval/authorization and notification to the COR. The Contracting Officer, COR, or delegated representative must approve all travel in advance. All travel requests must be made in writing, in advance of travel, with appropriate signatures verifying fund availability and bona fide need to travel. Travel "in and around" Fort Benning may be required when Government vehicles are not available; mileage may be authorized in writing on an individual basis, reimbursable at the prevailing rate. Refer to 5.1.2 for invoicing of travel reimbursement. For proposal purposes, a Not To Exceed (NTE) amount for travel can be established based on your IGCE, or define anticipated travel within the PWS or as a Technical Exhibit – give a projected listing of travel locations to include frequency and number of persons required to travel so the offerors can provide pricing. If any OCONUS travel is anticipated, ensure the locations are listed, even if "possible" but not "probable" – e.g. Korea, Germany, Italy, Hawaii, Alaska. In some cases, the Contractor will need lead time to acquire a passport/visa, or ensure SOFA is in place. Try to anticipate likely travel, and specify.

1.6.14 <u>Other Direct Costs</u> (*If applicable*): [*Insert what the other direct costs requirements will be. These costs must be preapproved by the contracting officer*] For example: This category includes travel (outlined in 1.6.13), reproduction, and shipping expenses associated with training activities and re-fitting visits to Contractor facilities. It could also entail the renting of suitable training venues. *If there are no other direct costs, so state.*

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

1.6.16 <u>Phase In/Phase Out Period</u> (*If applicable, not required. If used, ensure SEPARATE PRICING on the IGCE*): To minimize any decreases in productivity and to prevent possible

negative impacts on additional services, the Contractor shall have personnel on board, during the [*Insert the time period, i.e., sixty (60) day, thirty (30) day, etc*] phase in/ phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the task order start date.

PART 2 DEFINITIONS & ACRONYMS

(This section includes all appropriate terms and phrases for this PWS. The definition must be clear and concise, not ambiguous. Carefully consider each definition because they will be binding for the duration of this task order, unless modified. In addition, include a complete listing of all acronyms and words or phrases they represent.) <u>List any terms with definitions</u> <u>used within the PWS that require further definition. At a minimum, insert the definitions</u> <u>provided below and delete any that are not used</u>.

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

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

2.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the task order. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the task order, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the task order.

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

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

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

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

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

2.1.9. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance. 2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet task order requirements.

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

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

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

2.2. <u>ACRONYMS</u> : [List all acronyms used in the PWS and what they represent. At a minimum, insert the acronyms provided below and delete any that are not used. <u>For each</u>					
acronym used, it must be spelled out the first time, then only use the acronym thereafter].					
ACOR	Alternate Contracting Officer's Representative				
AFARS	Army Federal Acquisition Regulation Supplement				
AR	Army Regulation				
AT/OPSEC	Anti-Terrorism/Operations Security				
CCE	Contracting Center of Excellence				
CFR	Code of Federal Regulations				
CONUS	Continental United States (excludes Alaska and Hawaii)				
COR	Contracting Officer Representative				
COTS	Commercial Off the Shelf				
DA	Department of the Army				
DD250	Department of Defense Form 250 (Receiving Report)				
DD254	Department of Defense Contract Security Requirement List				
DFARS	Defense Federal Acquisition Regulation Supplement				
DMDC	Defense Manpower Data Center				
DOD	Department of Defense				
FAR	Federal Acquisition Regulation				
HIPAA	Health Insurance Portability and Accountability Act of 1996				
IA	Information Assurance				
MAIDIQ	Multiple Award Indefinite Delivery/Indefinite Quantity				
MCoE	Maneuver Center of Excellence				
OCI	Organizational Conflict of Interest				
OCONUS	Outside Continental United States (includes Alaska and Hawaii)				
ODC	Other Direct Costs				
PIPO	Phase In/Phase Out				
POC	Point of Contact				
PRS	Performance Requirements Summary				
PWS	Performance Work Statement				
QA	Quality Assurance				
QAP	Quality Assurance Program				
QASP	Quality Assurance Surveillance Plan				
QC	Quality Control				
QCP	Quality Control Plan				
ТА	Trusted Agent				
TE	Technical Exhibit				
ТО	Task Order				
TOCOR	Task Order Contracting Officer's Representative				

PART 3 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

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

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

- 3.1. Services (If applicable): The Government will provide:
- Access to on-line or in-class training to complete AT/OPSEC and IA requirements
- Under certain conditions, initial/refresher training to meet mission requirements or to increase proficiency level caused by changes in tools used (e.g. software application)
- [Insert any additional services that will be provided, i.e., may include personnel to assist with production set-up, or office movement (if anticipated)].

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

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

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

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

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

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

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

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

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

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

PART 5 SPECIFIC TASKS

(This section is the heart of the PWS. All of the services to be performed under the task order should be described in sufficient detail here, so that the potential vendors can bid appropriately, and the selected vendor has knowledge of expectations. This includes all general or specific tasks required by the Government.)

5. Specific Tasks:

5.1. Basic Services. The Contractor shall provide services for [*Insert broad statement of general services and/or tasks to be provided by the Contractor. Some "standard" common examples are provided, but not required by all task orders:*].

5.1.1. Create and maintain a continuity book. The Contractor shall prepare, update, and maintain a notebook which contains references and information supporting the performance of respective tasks. Each Continuity Book shall contain, at minimum: table of contents, Points of Contact (POCs), Standard Operating Procedures (SOP), and special instruction / direction / restriction information. Additional information may be included, at the discretion of the Contractor and approval of the COR. The Contractor shall prepare the Book for initial review within 45 days of contract award, and ensure the Book is updated / reviewed at least quarterly thereafter.

5.1.2. Monthly Invoice. The Contractor shall prepare and forward monthly invoice via Wide Area Work Flow, using correct DoDAC, CLIN(s), dollar amount per CLIN, etc., prior to the 10th of the month following billing period. Billing for travel reimbursement must include either: (a) mileage log with dates, purpose of travel, to and from locations, mileage total per trip, final total at end of log, signed by Contractor and Supervisor; or (b) expense report with date, name of Contractor, purpose of travel, dollar amount per receipt, copy of airline ticket, copy of lodging invoice, etc., signed by Contractor and approved by Supervisor.

5.1.3. Monthly report. The Contractor shall submit a monthly report to the COR NLT the 10th calendar day of the month. This report is a culmination of each task requirement, with details such as: volume and type of services rendered; number of operating days and average daily customers; dates and events supported; periods of non-availability; other information as needed. Delivery via WAWF, with invoice, is permitted. The report shall contain, at a minimum, the information outlined below for the reporting period.

- First page or cover sheet
- 1. Header with Company name (logo permitted)
- 2. Date prepared
- 3. Preparer's name, contact information
- 4. Client information (i.e. COR, Directorate)
- 5. Name and contact information of other addressees, if applicable
- 6. Period covered (month & year)
- 7. Contract number & title

• Administrative notes, such as personnel changes, extended periods of personnel non-availability (vacation, sick, military duties), or similar items of note.

- Brief description of requirements (1-2 sentences).
- Brief summary of accomplishments during the monthly reporting period.
- Progress on deliverable products (percentage complete or other measurements).
- Any current or anticipated problems and the resolution, as applicable.

 Brief summary of specific activity planned for the next reporting period (month), and projected date(s) of said activity (e.g. upcoming events, deadlines, hire dates, etc).
 Planned activity beyond the next reporting period is permissible, if complicated or a long-term project. NOTE: "Continued support" is insufficient.

5.2. Task Heading. [Insert the specific task(s) or services to be provided by the Contractor, in sequential order, i.e., 5.2.1, 5.2.2. 5.2.3, etc.. Start with "The Contractor shall ..." and complete the sentence using definable, measurable, realistic terms that describes the tasks and supporting tasks. An example is listed below:]

5.2.1 <u>Teach basket weaving</u>. The Contractor shall perform professional-level duties as the Subject Matter Expert (SME) for underwater basket weaving, using classrooms, computers, audio-visual equipment, and the modeling/simulation tools to deliver instruction with the approved POI.

5.2.2. <u>Review basket weaving POI</u>. The Contractor shall review all teaching materials at least annually, and deliver a report with findings and recommendations for courses of action to the COR and Division Chief. Delivery may be made digitally, IAW local policy, but must be accepted by the Government by 21 Jun each year.

5.3. CONTRACTOR MANAGEMENT REPORTING (CMR) (Only applies to Army Customers. DO NOT CHANGE WORDING): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address https://Contractormanpower.army.pentagon.mil. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, email address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for

transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

PART 6 APPLICABLE PUBLICATIONS

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

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

The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. (For example, insert:

AR 25-2, Information Assurance, 24 Oct 2007 AR 530-1, Operations Security, 19 Apr 2007

PART 7 ATTACHMENT/TECHNICAL EXHIBIT LISTING

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

7. <u>Attachment/Technical Exhibit List</u>:

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

7.2. Attachment 2/Technical Exhibit 2 – Include additional documents specific to the task order, as needed. Some examples of exhibits can include:

- For instructional Task Order's, a matrix with the number of classes per year, expected student load, duration of class, etc
- For developmental Task Order's (capability, doctrine, training) a timeline or milestone calendar can be useful
- In some cases, include the anticipated "Phased" or "Spiral" development or decision factors

• If there are "optional tasks" to be started after award, and the start dates or "first steps" are known, include the dates or conditions.

TECHNICAL EXHIBIT 1 DELIVERABLES SCHEDULE

(This **EXAMPLE** technical exhibit includes many of the "standard" requirements, which may or may not apply to your situation. Use what is needed, delete what is not needed, and add as needed. This should list any reports or documentation that is required as a deliverable to include: the frequency, # of copies, medium/format and who/where it is to be submitted. A deliverable is anything that can be physically delivered but may include non-physical things such as meeting minutes. Note: All PWS deliverables should be included in this exhibit.)

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
1.6.1 QC Plan NOTE: If the QCP is part of the proposal to be evaluated, delete this deliverable; delivery instructions will be in the solicitation.	Within 30 days of task order award, etc.	2 copies, 1 for COR and 1 for KO	Both hard copy (paper) and digital (CD)	KO, COR
1.6.7.4.1 AT Level 1 Training Certificates	30 days of award or backfill (new hire of employees)	1 per employee	Digital (CD or e- mail)	COR, or KO if a COR has not been assigned
1.6.7.4.4 iWATCH Training Certificates	30 days of award or backfill (new hire of employees)	1 per employee	Digital (CD or e- mail)	COR, or KO if a COR has not been assigned
1.6.7.4.6 OPSEC SOP	90 days of award of contract	1	Hard copy (paper) and digital (CD)	COR, or KO if a COR has not been assigned
5.1.1 Continuity Book	45 days of award of contract	1 per task (or area of responsibility)	Hard copy (paper) and digital (CD)	COR, or KO if a COR has not been assigned
5.1.2 Invoice	Monthly, NLT 10th of month of billing period	1	Digital	WAWF
5.3 CMR	Month of October	1	Digital	CMR website: https://Contractor manpower.army. pentagon.mil

Request for Task Order Response (RTOP)

Attachment 4 - Quality Assurance Surveillance

Plan

FOR

Task order: _____

Contractor:

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

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

3. ROLES AND RESPONSIBILITIES.

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

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

Quality Assurance Evaluator (QAE) – An individual designated by the requiring activity to assist the COR and provide technical oversight of the Contractor's performance. The QAE's primary duty is to monitor the Contractor's performance by physically checking to see that tasks are completed, reports are submitted, and desired outcomes are achieved. When a surveillance observation results in an unacceptable evaluation, the QAE will report the unacceptable performance to the COR. The QAE is not authorized to direct work, offer

advice on how the work should be performed, change the task order, or in any way obligate payment of funds by the Government.

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

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

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

5. SURVEILLANCE PROCEDURES.

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

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

c. The COR will notify the Contractor, in person, each time an unacceptable observation has been recorded and ask the Contractor to correct the problem. The COR/QAE will record the task order requirement, the specific deficiency to the requirement, the date and time it was

discovered, and have the Contractor initial the entry. The Contractor will be given two working days after notification to correct the deficiency in accordance with requirements of the task order. Deficiencies that cannot be corrected within two working days will be reported to the Contracting Officer.

d. The COR will report more serious (systemic in nature) deficiencies or recurring deficiencies in the same area that could indicate a trend by using DA Form 5479-R, Contract Discrepancy Report (CDR). The CDR will state the Contract Requirement, the specific contract reference and the specific nonconformance to the requirement. The COR will forward copies of CDRs to the TOCO within one working day. The KO will notify the Contractor and request corrective action. The KO may require the Contractor to re-perform any services that do not meet task order requirements at no additional cost to the Government. The Contractor will return a copy of the completed and signed CDR to the TOCO for inclusion in the contract/order file.

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

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

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

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

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

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

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

Request for Task Order Response (RTOP) Attachment 5 – Submission

Instructions/Evaluation Criteria

5-A Instructions

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

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

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

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

5. Wage Determination No.__, Revision___, dated XX Month, XXXX applies to this task order.

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

shall be located in the upper right hand corner of the cover sheet.

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

<u>Regular Mail</u>:

Via Express Carrier:

{INSERT APPROPRIATE MAILING ADDRESSES}

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

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

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

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

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

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

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

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

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

{INSERT ANY OTHER SPECIFIC TECHNICAL APPROACH REQUIREMENTS}

b. <u>Program Management Approach.</u> The Offeror shall demonstrate the program management methods to be employed to accomplish the technical requirements of the PWS and PRS. In the event that subcontractors are proposed, discuss your communications and internal control plans that will ensure successful satisfaction of the requirements. Discuss how you will update the Government and bring matters to the

attention of the Government. Discuss your performance, schedule, and cost/price control plans. Discuss the need for, and your approach to, adding team members at the task order level to satisfy the unique requirements of this task order (if applicable)

{INSERT ANY OTHER PROGRAM MANAGEMENT APPROACH REQUIREMENTS}

11. <u>Volume II – Price Submission</u>. The price submission should be clearly marked -Volume II, Price Submission, {*INSERT RTOP NUMBER*}.

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

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

LABOR CATEGORY AS PROPOSED IN MASTER CONTRACT	CAP RATE (ON/OFF SITE) AS PROPOSED IN MASTER CONTRACT	DISCOUNTED RATE	NO. of FTE's	HOURS	TOTALS
					\$
					\$
					\$
	1	L	TOTAL DO	LLAR VALUE	\$

BASE YEAR:

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

<u>2-B Evaluation Criteria</u> (Trade-off)

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

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

Combined Technical/Risk Adjectival Ratings

Red Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.
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<u>2-B</u> Evaluation Criteria (Lowest Price Technically Acceptable - LPTA)

The Government will use the criteria set forth below to evaluate and select the Task Order awardee.

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

{INSERT TECHNICAL APPROACH EVALUATION CRITERIA}

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

{INSERT PROGRAM MANAGEMENT APPROACH EVALUATION CRITERIA}

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

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

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

(3) As part of price evaluation, the Government will evaluate its option to extend

services (see FAR clause 52.217-8) by adding one-half of the offeror's final option period to the offeror's total price.

5-C Basis of Award

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

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

ATTACHMENT 4

MCoE MISSION SUPPORT SERVICES MAIDIQ DELEGATION OF CONTRACT AUTHORITY (DCA) REQUEST FORM

Part I – Requestor	Information:	
Phone:	Fax:	Email:
Alternate POC:		
Phone:	Fax:	Email:
Organization and	Mailing Address:	
Delegated Contrac	cting Official (DCA/KO)	:
Phone:	Fax:	Email:
Organization and	Mailing Address:	
	Authority Amount:	
Part II – Type of D	elegation Requested:	
Scope of task order required.)	er: (Provide a brief desc	ription of the services that are

Requested Total Amount (including options):

Task Order Period of Performance:

From:	To:	
From:	То:	
From:	10:	

Special Conditions/Waivers Sought: _____

Part III – KO Duties and Responsibilities:

1. The DCA is subject to the task order ceiling set by the MCoE Mission Support Services MAIDIQ Administrative Contracting Officer.

2. Task orders must be signed by the warranted United States Contracting Officer servicing the Requiring Activity's Command, hereinafter designated as the DCA KO, and subject to the monetary limitations contained in your Contracting Officer Warrant Task order funds obligated by DCA KO are limited to funds of the KO's organization and Command.

3. The DCA KO may appoint a qualified Contracting Officer's Representative (COR), and delegate certain administrative responsibilities to the COR to assist in the administration of the task order. However, the DCA KO must personally sign the task order (and modifications thereto) issued under this MAIDIQ. The DCA KO remains, at all times, accountable for ensuring compliance with the contract, applicable regulations and procedures, and the Ordering Guide.

4. To the extent applicable, the DCA KO will adopt the Office of Federal Procurement Policy's (OFPP) guidance that emphasizes the use of performance-based requirements and quality standards in defining contract requirements, source selection, and quality-assurance.

5. The Mission & Installation Contracting Command's Ombudsman shall be the primary point of contact for reviewing concerns and complaints from contractors regarding competition issues, ensuring that contractors are afforded a fair opportunity to be considered; rendering responses to concerns and complaints from contractors; and may require the contracting officer to take corrective action. If fair opportunity is not provided to all offerors, the result may be task order re-competition.

6. A copy of all Request for Task Orders Proposal (RTOP)/Solicitations/Amendments) and Task Order awards must be forwarded via email to the ACO/Admin Office. The DCA KO files will be made available to the Contracting Officer for a contractual compliance review upon request or as required. Failure to comply with any or all the conditions set for this delegation may result in the termination of a DCA KO

appointment.

Part IV – Certification:

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

Name: _____

Signature: _____

Date: _____

Attachment 5

Prime Contractor's Request to Add Subcontractor

Contract # W911S0-18-D-000 Information of Subcontractor to be		
Name:	DUNS	CAGE
Address:		
City	State	Zip code
POC Name	Phone	
Business subcategory (check all that VOSB SDVOSB Brief rationale for adding subcontract	_8(a) HUBZone	
Subcontractor's Past Performance PP example. All PP must be recent (a (similar in nature to at least 1 task are Example 1	active, or completed within the	e past 3 years) and relevant
Contract number:	PoP from/to:	/
Contract title:		_ Prime or Sub?
Brief description (where the work was	s performed, scope/purpose, r	relevance):
Contract KO, location, and phone:		
Contract COR, location, and phone: _		

Example 2

Contract number:	PoP from/to:/
Contract title:	Prime or Sub?
	s performed, scope/purpose, relevance):
Contract KO, location, and phone:	
Contract COR, location, and phone:	
Example 3	
Contract number:	PoP from/to:/
Contract title:	Prime or Sub?
Brief description (where the work wa	s performed, scope/purpose, relevance):
Contract KO, location, and phone:	
Contract COR, location, and phone:	

Attachment 6

Market Research Template

This template is to be used for all acquisitions which are candidates for the MCoE MATOC IDIQ. It is not to be used for other contracting vehicles or open-source acquisitions.

Leave black text in place with no changes. Blue (information or example) and red (instruction) text must be deleted or replaced when finalizing your market research, including this box and its contents.

<u>Tailor</u> this template <u>FOR YOUR AGENCY AND REQUIREMENT</u> by including your unique requirements, previous contract(s) information (if any), NAICS, etc. Any questions regarding this template or information to be provided should be addressed to your assigned acquisition team.

NOTE: At selection, all 7 MATOC Prime contractors' past performance was reviewed across all 6 task areas, and found to be capable. All list NAICS 541990.

MARKET RESEARCH REPORT Maneuver Center of Excellence (MCoE) (Insert Contract Title and Requiring Activity)

1. BACKGROUND/CURRENT REQUIREMENT: The [<u>WHO? Insert Directorate, Division, Unit, or</u> <u>School]</u> requires [<u>WHAT KIND? Insert title or short description of service</u>] services support, which is primarily in Task Area [<u>Insert from Task Area list below</u>] of the MCoE Multi-Award Indefinite Delivery/Indefinite Quantity (MAID/IQ). In-depth market research was performed prior to and during source selection.

Task Areas of the MAID/IQ:

- 1 General Administrative, Technical, or Analytical
- 2 Training Development
- 3 Doctrine Development
- 4 Capability Development
- 5 Instruction
- 6 Training Aids, Simulations, Simulators (TADSS), Modeling, and Analysis

2. PROCUREMENT HISTORY: Recent past procurements for the same/similar task descriptions include those listed in the table below: [If this is a NEW requirement that has no previous contract history, provide statement such as, "This is a new requirement with no contract history." or similar statement. Note that "recent" is usually the past 3 years, and can be up to 5 years. Do not list contracts which ended more than 5 years ago.]

Task	Task Name/Description	Contract Number	Vendor	Yrs	End date
1	(Sample) Development	W911SF-03-C-0001	ABC Co,	4	Sep
	Support	1A01	Inc		2010
2	Continue as needed with each functional task within the new PWS that match previous requirements	There may be more than one contract listed			

3. FAR PART 8 REVIEW: This requirement is for [Insert type of personnel/labor category to be contracted, e.g. operational, technical, administrative, etc.] support personnel. Below is a review of FAR 8.002(a)(2)(i) through FAR 8.002(a)(2)(iv)

a. AbilityOne [see FAR 8.002(a)(2)(i)]: Mandatory sources for services, to include AbilityOne (formally JWOD), General Services Administration (GSA) Federal Supply schedules and Unicor, as identified in FAR Part 8.002(a) were considered. No technical services similar to the current requirements have been placed in the AbilityOne program.

b. Mandatory Federal Supply Schedules (FSS) [see FAR 8.002(a)(2)(ii)]: DFARS 208.404-1 states that, "The DoD will not be a mandatory user of any schedule unless individual DoD activities elect to provide annual requirements estimates to GSA and become mandatory users." Currently, DoD has no mandatory schedules that apply to this requirement.

c. Optional use FSS [see FAR 8.002(a)(2)(iii)]: DFARS 208.404-1 states that, "The DoD will not be a mandatory user of any schedule unless individual DoD activities elect to provide annual requirements estimates to GSA and become mandatory users." Currently, DoD has no mandatory schedules that apply to this requirement.

d. GSA: A review of GSA did not reveal any existing contracts that are suitable for this requirement. A Review of Interagency Contract Directory website which is sponsored by GSA revealed no presented contracts that are suitable for this requirement.

4. RESEARCH TO SUPPORT CURRENT REQUIREMENTS

a. NAICS Code Selection. In reviewing the possible NAICS codes for the subject acquisition, the following was considered:

- [List all NAICS which <u>could</u> describe the work to be performed.]
- Often, more than one will fit search key words at <u>https://www.census.gov/cgi-bin/sssd/naics/naicsrch</u> or <u>https://www.naics.com/search/</u> to find the best fit.
- Likely, your NAICS will start with 51 (Information), 54 (Professional, Scientific, and Technical Services), 56 (Administrative and Support and Waste Management and Remediation Services), or 61 (Educational Services)
- The NAICS for the MATOC is 541990. This should be one of the choices you list, but YOU determine the BEST FIT of YOUR task order.

Of these, *[enter one NAICS number]* is considered the best fit, when the acquisition is viewed as a whole. *[Which NAICS describes the work that is the most prominent, or which has the highest level*

of effort?]

b. Based on the NAICS, a check in the System for Award Management (SAM) website verified that the vendors chosen for the MAID/IQ, with those who were capable of supplying the required services, as indicated in the chart below: [Note that in the cage codes, "0" is a number, not a letter.

Look up each company listed in the chart below on the SAM website - https://www.sam.gov/SAM/

Click "Search Records" > enter Cage Code as listed in chart below > "search" > "view details" > "Entity Record" then under the heading "Assertions," look for your selected NAICS to be listed. If using "541990, all companies will be "Y" in the NAICS column. You may add a column to insert a second NAICS, if desired:

Vendors	Cage Code	Type business	(NAICS Code & Title)
Beshenich Muir & Associates, LLC (BMA)	58U92	SDVOSB	Enter Y or N for each vendor, if NAICS is listed
Booz Allen Hamilton (BAH)	17038	Large	
Cognition, LLC	3FQ26	SDVOSB	
Janus Research Group, Inc	1BXG3	Mid-sized	
Summit Technologies, Inc	1JPC5	SDVOSB	
Systems Studies & Simulations (S3)	0WYZ8	Mid-Sized WOSB	
Yorktown	4VJW9	SDVOSB	

c. Research was conducted during *(month(s), year)*. POC for this research is the undersigned.

Х

Name (usually COR or SCOR)

Title or Position

When all changes have been made, delete this line of instruction, then double-click the signature box to add signature.