



**Field & Installation Readiness  
Support Team (FIRST)  
Multiple Award IDIQ**

**ORDERING GUIDE**

**Mission and Installation Contracting Command  
Mission Contracting Office  
Fort Bragg, NC**

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**This guide is prepared for use by all US Army Material Command, Mission & Installation Contracting Offices.**

**CHAPTER 1  
GENERAL INFORMATION**

**A. OVERVIEW:**

1. The objective of FIRST is to provide innovative and responsive logistics support to meet the evolving mission needs of the war fighter. The Scope of Work provides Task Areas that define functional and programmatic services that may be required by Headquarters Army Material Command (AMC); Headquarters, Forces Command (HQ FORSCOM); Headquarters Installation Management Command (IMCOM) (Logistics); Headquarters, U.S. Army Reserve Command (HQ USARC); Headquarters, Third Army U.S. Army Central Command (ARCENT), Headquarters, U.S. First Army, and all other Army or Department of Defense (DOD) Agencies, authorized to place orders against FIRST contracts. Services may be required in Continental United States (CONUS) or outside the Continental United States (OCONUS) locations. Specific requirements and standards of performance will be provided in each task order.

**SUPPORT FOR AVIATION ASSETS IS NOT INCLUDED IN THE SCOPE OF THE FIRST MULTIPLE AWARD INDEFINITE DELIVERY INDEFINITE QUANTITY (MAIDIQ).**

2. FIRST was solicited and awarded as a result of two separate solicitations: one that was a 100% set-aside for small business (hereafter referred to as the small business or restricted suite) and the other as a full and open competition (hereafter referred to as the unrestricted suite).

3. The scope of the FIRST contracts is separated into clearly defined task areas. Specific task areas are authorized for **EITHER** the restricted or unrestricted suite. The Task Areas are set forth below and identified by suite.

Competition defined in FAR 16.505(b) as the provisions of fair opportunity at the task order level, will occur in one suite or the other. Competition will not occur between the suites. The Task Order Contracting Officer will determine under which suite the requirement will be competed. The following provides a decision matrix under which suite requirements shall be competed. Estimated task order values are inclusive of options.

<u>Task Small Business Set Aside/ Area Restricted Suite</u>	<u>Full and Open Competition/ Unrestricted Suite</u>
1 TO is estimated at $\leq$ 5M	TO is estimated at $>$ \$5M per year
2 All requirements within task area	N/A – not included
3 TO is estimated at $\leq$ 5M	TO is estimated at $>$ \$5M per year
4 All requirements within task area	N/A – not included
5 All requirements within task area	N/A – not included
6 All requirements within task area	N/A – not included
7 TO is estimated at $\leq$ \$5M	TO is estimated at $>$ \$5M per year

8 All requirements within task area	N/A – not included
9 TO is estimated at ≤ \$5M	TO is estimated at > \$5M per year
10 TO is estimated at ≤ \$5M	TO is estimated at > \$5M per year
11 N/A – not included	All requirements within task area
12 N/A – not included	All requirements within task area

4. Services that are currently performed under an 8(a) set-aside, HubZone set-aside or a Service Disabled-Veteran Owned set-aside may not be obtained under FIRST MAIDIQ contracts unless the Small Business Administration (SBA) has released the requirement from the Program and dissolved the specific set-aside.

**B. PURPOSE:** The FIRST Ordering Guide contains the information needed to properly use the FIRST MAIDIQ to award a task order responsive to the Ordering Office’s requirements. The Ordering Guide also describes the steps for preparing a requirements package, the roles and responsibilities for managing the FIRST Task Orders, plus guidance, oversight and review and approval procedures.

**C. APPLICABILITY:** The FIRST Ordering Guide is applicable to all organizations delegated authority to award and administer task orders against the FIRST MAIDIQ contracts.

**D. SCOPE:** FIRST provides qualified personnel, materials, facilities, travel and other services to provide logistics and related administrative support in the following Task Areas. Support may be required: within and external to CONUS; to support missions during peace time, contingency operations and war; and on full-time, part-time or project-related basis. The Task Areas are inclusive of the total Program support requirements.

- Task Area 1: Logistics Program Management and Operations
- Task Area 2: Logistics Quality Assurance Support
- Task Area 3: Logistics Information/Technology Support
- Task Area 4: Logistics Training Support
- Task Area 5: Logistics Army Transformation Logistics Support
- Task Area 6: Logistics Program Support
- Task Area 7: Logistics Transportation/Supply Support
- Task Area 8: Logistics Parts Support – Sets, Kits and Outfits
- Task Area 9: Support to Directorates of Logistics/Installation Management Command
- Task Area 10: Logistics/Maintenance – All Other Organizations
- Task Area 11: Comprehensive Support for Centrally Managed Programs
- Task Area 12: Command Wide Logistics Enterprise System Program Support

**E. ORDERING PERIOD:** The FIRST MAIDIQ provides for a five year ordering period and two one-year option periods.

The basic ordering period is February 6, 2007 or date of award, whichever is later, through February 5, 2012. Two-one year option periods are included as follows:

- 1<sup>st</sup> Option period: February 6, 2012 – February 5, 2013
- 2<sup>nd</sup> Option period: February 6, 2013 – February 5, 2014

F. **TASK ORDER PERFORMANCE PERIOD:** 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 10 years from the date of award of the basic contract (February 5, 2017).

G. **PROGRAM CEILING:** The FIRST program has a collective ceiling of \$9.0 billion that will be measured against all task orders awarded over the entire base plus option period. The collective ceiling for all contracts awarded as a result of both RFPs is \$9.0 billion for the five-year base period. In the event that options are exercised, the ceiling for the option period will still be within the \$9.0 billion ceiling. Prior to initiating a task order, ordering activities shall contact MICC-Center Fort Bragg, NC to verify the remaining ceiling capacity.

H. **AUTHORITY TO PLACE TASK ORDERS:** All contracting organizations under the command of the Mission & Installation Contracting Command (MICC) are herewith delegated authority to award and administer task orders under this contract. All DOD contracting offices and other federal agencies supporting the requirements of logistics missions within the scope of this contract may be delegated authority to place orders against the FIRST contracts. Request for delegations will be approved by the FIRST Administrative Contracting Officer (ACO). Requests for delegation shall include:

- a. Requesting Organization: List name of organization, location, points of contact, phone and email address
- b. Scope of task order: Provide a brief description of the services that are required
- c. Period of performance of task orders: State
- d. Unique requirements: List (if any)
- e. Agreement: All contracting officers seeking to place orders against the FIRST MAIDIQ agree to comply with the terms and conditions of the FIRST MAIDIQ and this Ordering Guide.

Questions regarding organizations authorized to place orders against these contracts should be directed to the ACO points of contact listed on the FIRST website:

<http://www.bragg.army.mil/rccfb/First/first.htm>.

I. **FEE FOR USE OF FIRST MAIDIQ:** 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 when this contract is used as a means of satisfying their client's requirements.

## **CHAPTER 2 ROLES AND RESPONSIBILITIES**

A. **ACO:** The ACO, located within the MICC-Center Fort Bragg, is responsible for the administration of the FIRST MAIDIQ master contracts and the following:

- Serving as point of contact for FIRST 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
- Reviewing and approving requests for Delegation of Contract Authority
- Providing advice and guidance to Ordering Offices as appropriate
- Gathering semi-annual usage data from the field and reporting to the Deputy Assistant Secretary of the Army, Policy and Procurement (DASA P&P)
- Tracking and reporting contract level metrics

B. **MISSION & INSTALLATION CONTRACTING COMMAND, PRINCIPAL ASSISTANT RESPONSIBLE FOR CONTRACTING (PARC):** The MICC PARC is responsible for review and approval, overall guidance and oversight of all task orders and procedures in accordance with acquisition regulations and the designated thresholds as outlined in Chapter 5, Paragraph A, of this Ordering Guide. The PARC's Office is responsible for the following:

- Contracting Authority and Agency lead
- Reviewing, processing and providing approvals and guidance for task orders
- Simplifying, standardizing and streamlining the process
- Analyzing the adequacy of tools and training
- Sharing lessons learned
- Disseminating MICC Policy and implementing procedures
- Ensuring competition
- 
- Supporting small business participation

C. **TASK ORDER OMBUDSMAN:** The ombudsman is a senior agency official at the MICC who is independent of the Contracting Officer. 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; and,
  - Require the Task Order Contracting Officer to take corrective action, which may result in re-competition of the task order, if fair opportunity was not provided to all contractors.
- If the contracting officer does not agree with the Ombudsman, the matter will be decided by the MICC PARC.

**D. TASK ORDER CONTRACTING OFFICERS:** The Task Order Contracting Officer is responsible for the following:

- Serving as the local contracting focal point for coordination and awarding task orders for their clients;
- Ensuring the task order requirements are within the FIRST contract scope;
- Ensuring that small business is afforded the maximum opportunity to participate in large business awards by specifying a minimum required small business participation level in all Request for Task Order Responses (RTORs);
- 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 ensuring fair consideration of all task orders among the restricted or unrestricted suite FIRST contractors;
- Ensuring that Quality Assurance Surveillance Plans and appropriate metrics are provided with each order request;
- Coordinating task order requests with the PARC or MICC-Center Fort Bragg points of contacts as required, and obtaining approvals prior to execution;
- Preparing a Performance Assessment Report, as required; and
- Submitting a semi-annual report to MICC-Center Fort Bragg regarding contractor performance and ceiling usage (Garrison)
- Deobligation of unused funding on task orders within 120 days after the end of each CLIN period of performance;
- Descoping task order CLINs within 120 days after the end of each option year and in the event of task order termination;
- Forward a copy of all task order awards to MICC-Center Fort Bragg FIRST Contract Team for publication on the FIRST website;

**E. TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (COR):** The Task Order Contracting Officer may delegate authority to a Contracting Officer's Representative or Task Monitor (or combination thereof). This authority is typically to:

- Define requirements
- Accomplish day-to-day surveillance of contractor performance;
- Prepare and forward timely task order performance reports (to include award fee assessments) to the Task Order Contracting Officer;



- Provide supporting documentation for task order modifications;-- 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;
- Authorize travel;
- Review invoices in comparison to actual performance accomplished; and
- Interface/oversee other Task Monitors.

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 a 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. **CONTRACTORS:** The FIRST prime contractors are as follows:

<b><u>RESTRICTED SUITE</u></b>	<b><u>UNRESTRICTED SUITE</u></b>
Accent Control (WOSDB)	AT & T (LB)
Allen Corporation (SB)	Battelle (LB)
Automation Precision Technology (SDVOSB)	AC FIRST (LB)
Data Solutions & Technology (VOSB)	Defense Support Services (DS2) (LB)
DUCOM (WO, SDB, HZ)	(LB)
Expeditionary Technology (SDVOSB)	Lockheed Martin (LB)
The GINN Group (SDVOSB)	DynCorp International (LB)
Hurricane Consulting Inc (SB)	Honeywell Solutions (LB)
ITG/SP (SB)	ITT Corp, Systems Division (LB)
Logistics Management Resources (SB)	Kellogg, Brown & Root (LB)
Logistics Solutions Group (SB)	L-3 Communications/L-3 Vertex (LB)
Logis-Tech (SB)	URS Federal Support (LB)
Orion Technology (HZ)	BAE Science & Technology (LB)
Premier Professional (WOSDB)	Northrop Grumman (LB)
Strategic Resources (WOSDB)	Stanley Associates (LB)
System Studies and Simulation (WOSDB)	VSE Corporation (LB)
The Logistics Company (SDVOSB)	
Unified Consultants Group (SDVOSB)	

These contractors are all highly technically qualified and have satisfied the full competitive and past performance requirements of the basic FIRST award process. Additionally, at the time of award of the master contract, the FIRST prime contractors listed under the restricted suite were classified as small business concerns. The contractors are responsible for the following:

- Submitting Quarterly Reports to MICC-Center Fort Bragg, NC that cover task orders and contract status as specified in the master contracts;
- Ensuring that performance and deliverables 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 requirement (See Chapter 3, Paragraph Y).

## CHAPTER 3 THE REQUIREMENTS PROCESS AND PLACING ORDERS

A. **ACQUISITION PLANNING:** The FIRST MAIDIQ contracts include an approved acquisition strategy and acquisition plan. As such, these documents are not required at the task order level. However, an informal acquisition strategy (Task Order Acquisition Strategy) is strongly recommended to capture the acquisition approach that will be employed for the task order and to document relevant information (e.g., Approval of Services, use of Government Property, etc). Contracting Officers must ensure the considered requirement is not currently or previously performed by a small business.

The Acquisition Strategy may also be used as a checklist to ensure acquisition requirements have been addressed.

Acquisition planning to the maximum extent practicable, shall structure requirements to facilitate competition by and among small business concerns; and avoid unnecessary and unjustified bundling that precludes small business participation as contractors. Additional information regarding bundling suitability may be found at:

<http://www.acq.osd.mil/osbp/news/Attachment%20-%20FAR%20Requirements.pdf>

Task orders under the FIRST do not require preapproval by the SBA on a DD 2579. However, task order contracting officers are still responsible for ensuring the Army's Small Business Goals are supported within their acquisition strategy, Request for Task Order Response (RTOR) and resulting task order. This focus toward achieving Small Business goals through Restricted Suite participation and Small Business subcontractor participation (in the Unrestricted Suite) should be carefully documented and justified. If the requirement is solicited among the large contractor suite (Unrestricted Suite), task order contracting officers are responsible evaluating how best to achieve Small Business participation in the requirement. This may include setting aside a portion of a requirement specifically designated for Small Business subcontract work, or specifying a minimum Small Business Subcontractor participation percentage in the RTOR, and ensuring that the minimum Small Business participation percentage occurs in the resulting task orders. The Small Business subcontractor requirement percentage should be clearly stated in the RTOR. Small Business subcontracting plans should be considered in the evaluation process. If a TOR fails to comply with the RTOR's minimum stated small business percentage, then the TOR may be considered unresponsive and not be evaluated further.

It is important to ensure potential requirements are within the scope of the FIRST task areas. The FIRST scope is for logistics and maintenance support. It is not for aviation programs or requirements that call for the transportation, manufacture or procurement of parts and supplies. However, incidental parts and supply purchases may be accomplished in order to support task order performance.

Overseas requirements in Iraq and Afghanistan require a Theatre Business Clearance. Guidance can be found at <https://acc.dau.mil/CommunityBrowser.aspx?id=180369&lang=en-US>. A sample of a Task Order Acquisition Strategy is provided at Attachment 2.

B. **PERFORMANCE BASED WORK STATEMENT (PWS):** The PWS shall be performance-based, shall identify the customer's entire needs and shall 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 performance work statement should address the work to be performed, location of the work, period of performance, delivery schedule, applicable standards, acceptable criteria, and any special requirements (i.e., security clearances, travel, reports, unique or professional qualifications, special knowledge, etc). See FAR 37.6 for additional requirements for Performance-Based Contracting.

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

D. **TASK ORDER TYPES:** The types of orders that are authorized for use under the FIRST MAIDIQ are Firm Fixed Price, Labor Hour, Time and Material, Cost-Plus-Award-Fee, Cost-Plus-Incentive-Fee, Cost-Plus-Fixed-Fee, Cost-Plus-Award-Term, Fixed-Price-Award-Fee or hybrids thereof. FAR 16.601(d) provides that a time-and-materials (T&M) 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 signed by the contracting officer prior to the execution of the base period or any option periods of the contract. 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.

The D&F format may be found at: <https://www.us.army.mil/suite/doc/10433237>.

Before a task order can be awarded, ordering offices shall review the FIRST website, <http://www.bragg.army.mil/rccfb/First/first.htm> to consider those contractors that have been approved by the MICC-Center Fort Bragg to participate in Time and Material and Cost-type task orders (i.e., those contractors whose accounting systems have been deemed adequate for determining costs applicable to the contract). Most task orders will be solicited, negotiated, and awarded as bilateral orders. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves 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 contractor in the task order.

E. **SECURITY REQUIREMENTS:** 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. Internet site [https://www.classmgmt.com/Resource/files/DSSA\\_Guide\\_DD254.pdf](https://www.classmgmt.com/Resource/files/DSSA_Guide_DD254.pdf) 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 Department of Defense. Surveillance of DD 254 requirements will be executed at the task order level.

F. **FAIR OPPORTUNITY:** In accordance with FAR 16.505(b), Ordering, the Contracting Officer must provide each FIRST 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 \$100,000 shall be placed on a competitive basis in accordance with paragraph DFARS 216.505-70(c), unless this requirement is waived on the basis of a justification that is prepared and approved in accordance with FAR 16.505(b)(2) and includes a written determination that—

(1) A statute expressly authorizes or requires that the purchase be made from a specified source; or,  
(2) One of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order. Follow the procedures at [PGI 216.505-70](#) if FAR 16.505(b)(2)(ii) or (iii) is deemed to apply. The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 **DO NOT APPLY** to the ordering process.

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 FIRST contractors (to satisfy this requirement, the Ordering Office is allowed to provide an email to all FIRST contractors notifying them of the requirement and requesting a response if the contractor is interested in submitting a proposal or quote. Contractor single point email addresses are provided on the FIRST website, however the Ordering Officer is fully responsible for ensuring notification is received by the contractors and shall:

- Afford all FIRST 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 FIRST master contracts, if available. Past performance considerations may include the contractor’s performance regarding quality, timeliness, and cost control.

G. **ORDERING PROCEDURES:** When ordering services over \$100,000, the Task Order Contracting Officer shall follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 216.505-70, Orders for Services under Multiple Award Contracts. The [DFARS 216.505-70](#) procedures take precedence over all other ordering procedures.

H. **MINIMUM ORDER:** If the Government requires supplies and services covered by this contract in an amount less than \$100,000, the Government is not obligated to purchase, nor is the contractor obligated to furnish those supplies or services under the contract.

I. **REQUEST FOR TASK ORDER RESPONSE (RTOR):** The Task Order Contracting Officer may solicit responses to requirements from FIRST contractors in written or oral formats. The nature of the requirements and detail of response required may serve as guides to determine which medium is most appropriate. For example, urgent requirements that can be clearly articulated may be solicited orally.

A Request for Task Order Response (RTOR) (see sample at Attachment 4) request for quote or other communication tool should be prepared and issued for each task order requirement conveyed in writing. The RTOR and supporting documents should clearly define:

- the requirement (see the Performance Work Statement section of this Chapter);
- the 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;
- minimum acceptable level of small business participation for CONUS requirements to be awarded within the Large Suite
- the order placement procedures defining the method in which the task order award will be made; and,
- the basis of award that will be used to select a contractor, as well as criteria that will form the award decision.

The preferred task order type for is firm-fixed-price. In the event that it is not possible to accurately estimate the extent or the duration of the work to be performed with any reasonable degree of confidence, a determination may be made by the Task Order Contracting Officer to use a task order type more appropriate for the situation. 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.

The contracting officer may exercise broad discretion in developing the most appropriate task order placement procedures. Formal evaluation plans or scoring of quotes or offers are **not** appropriate for orders competed under the FIRST MAIDIQ. Ordering 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 trade-off 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 trade-off between price and management approach. In this situation the evaluation criteria might look like the following:

*The Government will evaluate responses to the TOR by considering the following criteria which is listed in descending order of importance. Any responses that do not meet the minimum Small Business participation standards set forth in the RTOR shall not be considered. The Government will not rate or rank responses received, but will select the response that provides the best value to the Government. The contractor's technical approach must satisfy all requirements of the PWS. The contractor's management approach must consider the operational and fiscal environment and provide a response that reasonably improves the Government's ability to meet mission support requirements. When otherwise successful proposals are received, the Government will conduct a trade-off between the contractors' management approach and price to determine the task order awardee. The response selected will be that response that provides the best overall value to the Government. The benefits of higher valued management approaches must justify the price proposed.*

*- Management Approach*

- *Management Approach considering the ability to manage contractor support in light of operational conditions and constraints*
- *Personnel Staffing considering qualifications of personnel proposed and the ability to recruit, retain and cross-utilize personnel to meet mission requirements*
- *Surge (upward and downward) Approach considering the ability to adjust to mission support requirements with minimal impact on technical ability, staffing and cost to the Government*
- *Technical Approach*
  - *Approach to satisfy PWS requirements*
  - *Quality Control Plan*
- *Price – Fairness and reasonableness of price*

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 Priced Technically Acceptable, Best Value Trade-Off, etc.). Choose the approach that best suits your requirement. The task order evaluation factors should be developed by the applicable Ordering Office and coordinated with the PPP/PSP technical representative. The evaluation factors may vary from one requirement to another and should be tailored to satisfy the unique aspects of each requirement.

Past Performance should be limited to past performance information of previous FIRST task orders where possible. See AFARS 5116.505-90(d) which in part reads “Requests for contractor submission of past performance information with proposal submission under Multiple Awards Task Order Contracts shall be eliminated.”

FAR Part 15 does not apply to the FIRST MAIDIQ ordering process. Therefore, formal evaluation procedures and competitive range decisions are not applicable. The Comptroller General has held that if you use FAR Part 15-type procedures for an acquisition, the Comptroller General will review any inquiries as if it were a Part 15-type acquisition.

## **J. TASK ORDER PRICING:**

The Pricing Matrix included at Section J, Attachment 2, of each FIRST MAIDIQ contractor’s contract sets forth the labor categories that shall be quoted and the maximum rates that may be paid/reimbursed under this contract (except for OCONUS performance) inclusive of options if exercised. These rates are inclusive of prime labor subcontract labor, overhead and other burden, fee and profit. Changes to the pricing matrix may be requested on an annual basis to reflect changes in the wage determinations used to establish the floor and CAP rates, and additions/deletions of labor categories.

Additional labor categories MAY be added at the task order level without the express written consent of the FIRST PCO. However, the rates for the additional labor categories should be commensurate with the pricing methodology employed to establish the rates awarded with the basic contract.

Contractors are required to highlight new labor categories and rates not listed within their MAIDIQ contracts when they are proposed against Task Order Requirements. New labor categories and rates may be requested for addition into the MAIDIQ contract after the third submission of that category in response to three different Task Order Requests.

Services may be acquired to support OCONUS locations. Modification to these rates shall be proposed and negotiated at the task order level for OCONUS performance.

a. Labor: Labor shall be priced in accordance with the negotiated fully burdened labor rates set forth in the Price Matrix (Section J, Attachment 2) of each contractor's FIRST contract, regardless of contract type used. Profit and fee for each labor hour quoted/billed is included in the fully burdened labor rates unless the Task Order Requests for Response requires the contractor to separate fee for administrative purposes (e.g. when a CPAF arrangement is employed).

(1.) To aid in the development of prices quoted in response to task orders, labor rates set forth in Attachment 2 are presented in terms of "floor" and "CAP" rates. The "floor" rates represent the lowest rate contemplated to be charged by the contractor. The "CAP" rates represent the highest rates that will be authorized to be paid/reimbursed under this contract (except when modified to incorporate OCONUS support). Both the floor and "CAP" rates are inclusive of profit/fee regardless of contract type selected at the task order level.

(2.) The Task Order Contracting Officer may request that quoters submit their price quote using a "bottoms-up" pricing approach (i.e. starting with the floor and adjusting as required). This approach will require the quoter to provide rationale for quoted rates that are higher than the floor (e.g., referencing a labor index for the place of performance and applying that index to the floor rate, etc.).

(3.) 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.

(4.) Modification to the "CAP" rates to support OCONUS support shall be fully disclosed and negotiated at the task order level.

b. Travel: Reimbursement for 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 NOT be issued by the Government for Contractor travel. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable. Indirect rates commensurate with the firm's disclosure statement/accounting practices are authorized for reimbursement. Fee or profit on travel expenses is not an allowable reimbursement. The following regulations will apply:

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

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

(3.) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.



Travel will not be reimbursed for travel within a 50-mile radius of the place of performance stated in the task order.

c. Other Direct Costs (ODCs): Materials, supplies and other direct costs are authorized in so much that they are necessary and integral to the performance of task orders awarded under this contract.

(1.) All labor (except that which falls under the definition of contractor acquired services), to include consultants, shall be priced under the labor categories set forth in Section J, Attachment 2 of the contractor's FIRST MAIDIQ contract.

(2.) The Contractor shall include a detailed description and/or specifics of all quoted ODCs in their task order response.

(3.) For the purposes of this contract, contractor acquired services are considered supplies and should be priced as ODCs (for example removal of waste water, helium delivery, filling of helium tanks, wash-rack cleaning, etc.. that are contracted for as "total package services).

(4.) Automated data processing equipment shall be acquired only after the task order Contracting Officer has determined this equipment to be integral to the performance of the task order and complied with required documentation.

(5.) When the prime Contractor proposes a specific make and model, the Contractor shall provide justification to the Task Order Contracting Officer or COR as to why the requirement can only be met by "specific make and model." Indication by the Government of a preferred or desired make or model does not constitute adequate justification.

**K. CHANGES IN TEAM MEMBERS/SUBCONTRACTORS:**

The contractor may not add any team members to the contractor's team without prior authorization to do so. When subcontractors are approved, their services shall be provided within the labor categories and at no more than the labor rates included in Section J, Attachment 2 of each contractor's FIRST MAIDIQ. The contractor shall advise the PCO of team member deletions as they occur. Contractors are permitted to add team members as required to meet the unique requirements of task orders being competed by individual ordering offices. These actions are viewed as single events. The Task Order Contracting Officer is responsible for implementing the requirements of FAR 52.244-2, Alternate I, when the addition is at the task order level and the contractor does not have an approved purchasing system. Changes to team composition that impact more than one task order shall be executed at the prime contract (vice task order) level. Request to modify team composition may be submitted to the PCO at anytime.

**L. CONTRACTOR ADVISORY AND ASSISTANCE SERVICES (CAAS):**

Army Regulation 5-14 defines Contracted Advisory and Assistance Services (CAAS) as those services acquired by contract, by the Army, from nongovernmental sources to support or improve agency policy development, decision making, management and administration, program and project management and administration, or to improve the effectiveness of management processes or procedures or the operations of weapons systems, equipment, or components. Some of the task areas

in the FIRST contract include services that may fall within the definition of CAAS. in FAR 2.101 and DFARS 237.2. Task Order Contracting Officers shall ensure requirements of these regulations are followed when procuring CAAS. Details may be found at <http://farsite.hill.af.mil> and <http://farsite.hill.af.mil/vfdfara.htm>.

It is the responsibility of the requiring activity to provide the proper funds and the approvals identified in FAR 37.204, and AR 5-14, click here for details: [http://www.apd.army.mil/pdf/files/r5\\_14.pdf](http://www.apd.army.mil/pdf/files/r5_14.pdf). Task orders for CAAS shall not exceed 5 years, inclusive of options.

**M. SECTION 508 COMPLIANCE STATEMENT:** All electronic and information technology (EIT) procured through Statement of Work/Bill of Materials and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/508.htm> .

**N. GOVERNMENT PROPERTY:**

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

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.

**O. OCI AT THE TASK ORDER LEVEL:**

a. OCI / CAAS Possibilities.

It is recognized by the parties hereto that some of the services provided under Task Areas 1, 2, 11 and 12 (and under other task areas dependent upon the specific task order requirements) may include advisory and assistance services and/or provide support in the preparation of specifications and work statements; technical evaluation of other Contractors products and services; preparation of policy and procedures; preparation or review of budgets or budgetary information; surveillance of other contractor's services and work products; and, access to other contractors' proprietary information. Such activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4.

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 Task Order Contracting Officer before participating in any task order that may involve such a conflict.

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.

Whenever performance of this contract requires access to another Contractor's proprietary information, the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example; to provide assistance during technical evaluation of other Contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Task Order Contracting Officer within fifteen (15) calendar days of execution.

The Contractor shall promptly notify the Task Order Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure that proper safeguards exist to guarantee objectivity and to protect the Government's interest.

In the event that a task order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

- (1) Notify the Contracting Officer of a potential conflict, and;
  - (2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or,
  - (3) Present for approval a conflict of interest mitigation plan that will:
    - Describe in detail the task order requirement that creates the potential conflict of interest;
- and,
- Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
- (4) The Contractor shall not commence work on a task order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
  - (5) If the Contracting Officer determines that it is in the best interest of the Government to issue a task order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

(6) Conflicts Of Interest Compliance Plan: In the event of a waiver is requested, the Contractor shall submit with his waiver request a Conflicts of Interest (COI) Compliance Plan to the Task Order Contracting Officer for approval. The COI Compliance Plan shall address the contractor's approach for adhering to the Section H Provision entitled "Organizational Conflicts of Interest (OCI)" and describe its procedures for aggressively self-identifying and resolving both organizational and employee conflicts of interest. The overall purpose of the COI Compliance Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective. The COI Compliance Plan shall specifically address:

- how the Contractor will protect confidential, proprietary, or sensitive information;
- preventing the existence of conflicting roles that might bias a contractor's judgment; and,
- preventing an unfair competitive advantage.

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

b. Avoidance of OCI.

The policy of the government is to avoid contracting with contractors who have unacceptable organizational conflicts of interest as defined in H.12 a.

It is not the intention of the government to foreclose a vendor 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 vendor 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 vendors 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.

c. Examples of OCI concerns.

These examples in which OCI issues may arise are not all inclusive, but are intended only to help the Task Order Contracting Officer apply general guidance to individual contract and task order situations.

(1) Unequal Access to Information. Access to "nonpublic information" as part of the performance of a government contract could provide the contractor a competitive advantage in a later competition for another government contract. 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, all vendors should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased Ground Rules. A contractor in the course of performance of a government contract has in some fashion established a "ground rules" for another government contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluations criteria of future government procurement. The primary concern of the government in this case is that a contractor so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the successful vendor may be in a position to establish important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of a government 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.

#### 1. Mitigation plans.

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

2. Task Order Level ordering offices are responsible for determining and issuing specific OCI restrictions.

#### **P. CONTRACTOR STAFF TRAINING:**

The contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training of contractor personnel shall be performed by the Contractor at his/her own expense, except:

- When the Government has given prior approval for training to meet special requirements that are peculiar to a particular task order.
- Limited training of Contractor employee(s) may be authorized when the Government determines it to be in the best interest of the Government.
- The Government will not authorize training for contractor employees to attend seminars, symposia, or user group conferences, unless certified by the Contractor and the COR that attendance is mandatory for the performance of task order requirements. When training is authorized by the task order Contracting Officer in writing under the conditions set forth above, the Government will reimburse the Contractor for tuition, travel, and per diem, if required.
- For Firm Fixed Price: Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the

state-of-the-art, or for training Contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

**Q. WORK ON A GOVERNMENT INSTALLATION:**

In performing work under this contract 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 required under this contract. Specifically, the Contractor shall:

- conform to the specific safety requirements established by this contract;
- ensure employees on federal project sites comply with Government directed training requirements including Information Awareness Training, Anti-Terrorism Level 1 Training, Computer User Security Training, where applicable.
- the Contractor and his/her employees shall observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract;
- take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and Contractor personnel connected in any way with performance under this contract; and,
- take such additional immediate precautions as the Contracting Officer, COR or Task Monitor may reasonably require for safety and accident prevention purposes.

**R. TASK ORDER PLAN:**

The Contractor shall submit a Task Order Plan (TOP) in response to TORs. The TOP shall include the Contractor's approach to satisfy the TOR requirements and pricing per paragraph I. and J. of this chapter. Assumptions, risk, risk mitigation plans, OCI and Task Order Management shall also be addressed in each response. Contract-Level and Task Order Management. The contractor shall manage Task orders using Performance Based Service Contracting (PBSC) techniques to the greatest extent possible.

- Contract-Level Program Management. The contractor shall provide technical and functional program management necessary for the management of the PWS. Productivity and management methods such as Quality Control, Configuration Management, Work Breakdown Structuring, and Human Engineering at the Task Order level shall be developed and provided to the Task Monitor (TM) by the contractor. The contractor shall provide the centralized administrative, clerical, documentation and related functions.
- TO Management. The contractor shall prepare a TO Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout TO execution. The contractor shall provide a monthly status report monitoring the quality control, configuration management, and security management applied to the TO (as appropriate to the specific nature of the PWS).



#### **S. UNIQUE ITEM IDENTIFICATION AND EVALUATION:**

As of 1 January 2004, all DoD contracts are required to include a clause mandating the bar-coding of all material delivered under DoD contracts. The purpose of UID is so that the Government will have the ability to know the quantity, location, condition, and value of assets it owns; safeguard its assets from physical deterioration, theft, loss, or mismanagement; prevent unnecessary storage and maintenance costs or unnecessary purchase of items already on hand; and determine the full costs of Government programs that use these assets. The clause 252.211-7003, is included in full text in Section I of each MAIDIQ contract. Information on the Department of Defense unique item identification can be found at: <http://www.acq.osd.mil/dpap/pdi/uid/training.html>.

#### **T. CONTINGENCY OPERATIONS:**

The FIRST MAIDIQ contracts contain DFARS 252.225-7040, CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE OF THE UNITED STATES. Any inconsistency between that provision and the provisions of paragraph J., attachment 2 of the FIRST MAIDIQ contracts, on items addressed by both shall be interpreted in favor of the DFARS provision. The Government may direct the Contractor to perform in support of a contingency operation or exercise outside the continental United States (OCONUS), as provided by law or defined by the applicable Army Service Component Command. Services may be performed in the identified area of operations, also known as theater of operations, or in support of the OCONUS contingency operation or exercise. In the event Contractor employees are deployed into the OCONUS area of operations in support of a contingency operation or exercise, Section J, Attachment 2 of the FIRST MAIDIQ contracts provides the provisions for OCONUS support. These provisions will be included, and may be tailored, at the task order level.

#### **U. ADDITION OF CLAUSES AT THE TASK ORDER LEVEL:**

Clauses may be added at the task order level in so much as that they do not conflict with clauses included in the basic contract. For example, Option Clauses 52.217-8 titled, "Option to Extend Services" and, 52.217-9 titled, "Option to Extend the Term of the Contract" may be included and tailored at the task order level.

**V. SAMPLE PROVISIONS:** The following are sample provisions that may be tailored and included at the task order level.

a. Nondisclosure of Sensitive and/or Proprietary Data:

The Contractor recognizes that in the performance of this task order, it may receive or have access to certain sensitive information, including information provided on a proprietary basis by equipment manufacturers and other public or private entities. The Contractor agrees to use and examine this information exclusively in the performance of this task order and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements.

The Contractor agrees to indoctrinate its personnel who have access to sensitive information and the relationship under which the Contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive

information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the Task Monitor for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

Sample:

DEPARTMENT OF THE ARMY  
NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES  
TASK ORDER NUMBER \_\_\_\_\_

I, \_\_\_\_\_, as an employee of \_\_\_\_\_, a Contractor acting under contract to the Department of the Army, list agency/office in administering an unclassified and/or classified system support for cognizant \_\_\_\_\_, pursuant to contract \_\_\_\_\_, agree not to disclose to any individual business entity or anyone within \_\_\_\_\_, or outside of the company who has not signed a Nondisclosure Agreement for the purposes of performing this contract: any sensitive, proprietary or source selection information contained in or accessible through this project.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Contractor responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-4. Pursuant to FAR 3.104-4, I agree not to appropriate such information for my own use or to release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

\_\_\_\_\_  
(Signature of Contractor Employee) Date

\_\_\_\_\_  
(Contractor) (Employee Telephone No.)

The Contractor further agrees to sign an agreement to this effect with other contractors, and other private or public entities providing proprietary data for performance under this task order. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated Contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the Task Order Contracting Officer. These agreements shall be signed prior to work commencing. In addition the Contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of this task order. The Contractor shall discuss and attempt to resolve

any problems between the Contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner and furnish to the Task Order Contracting Officer copies of communications between the Contractor and associate Contractor(s) relative to contract performance. Further, the close interchange between Contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Task Order Contracting Officer.

Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support Contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the Contracting Officer.

List designated Contractors:

All Government-designated Contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the Contractor, and the nondisclosure agreements shall be signed before work commences.

**b. SAVINGS CLAUSE - COST REDUCTIONS FOR REPETITIVE HIGH-DOLLAR VALUE REQUIREMENTS:**

The Government is seeking Contractors to identify business improvement processes, innovations and cost savings initiatives to provide high quality services while achieving a reduction in the cost to the Government. For task orders for repetitive high-dollar value requirements with a period of performance (inclusive of options) that extends beyond a 12 month period, the Contractor agrees to the maximum extent practicable to reduce the price for services performed under each subsequent year by at least:

Percentage reductions from base period or price from previous year:

\_\_\_\_\_ 1<sup>st</sup> Option Year  
\_\_\_\_\_ 2<sup>nd</sup> Option Year

**W. SELECTION OF CONTRACTOR AND DOCUMENTATION TO SUPPORT TASK ORDER AWARD:**

The evaluation team designated by the Task Order Contracting Officer will evaluate the proposals submitted in accordance with the evaluation criteria set forth in the TOR and determine which contractor has submitted the “best value” offer. The evaluation should be free from bias. 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 TOR. 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 TOR, and shall not be a comparison between contractor responses or to the IGE. The technical evaluators shall not “normalize” the contractor’s response to the IGE, but rather should consider the merits of each response as compared to the evaluation criteria and basis of award stated in the TOR.

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 FIRST 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 balanced and is presented in accordance with pricing instructions. When cost-type arrangements are contemplated, the Task Order Contracting Officer should check with the contractor's cognizant DCAA auditor to ensure there are no cost-related findings that may impact the contractor's ability to be awarded a cost-type task order.

The Task Order Contracting Officer should control all communications with contractors. As stated above, 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 Contracting Officer may conduct negotiations to finalize task order terms, conditions and price/cost.

The Task Order Award Decision 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.

#### **X. FEEDBACK:**

Although the Contracting Officer is not required under FAR Part 16.505 to provide debriefings for task orders, the ACASR is encouraging and recommending that feedback be given to contractors that provide information regarding the strengths and weaknesses of the contractor's response. During the feedback session, the Government should discuss what was required and expected of the contractor and how or why the contractor did not provide what was requested. The feedback shall not include point-by-point comparisons of the contractor's proposal with those of other contractors. The feedback session is provided only as a courtesy to our FIRST contractors to assist the contractors in preparing future proposals. The feedback may be provided orally, in writing or by any other method deemed appropriate to the Task Order Contracting Officer.

#### **Y. CONTRACT SERVICES/CONTRACTOR MANPOWER REPORTING:**

The Contract Manpower Reporting (CMR) requirement was implemented by the Assistant Secretary of the Army, Manpower and Reserve Affairs through memorandum dated March 8, 2005. The FIRST 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.

**Z. TASK ORDER OFFICIAL FILE:** The official task order file will be maintained and administered at each Ordering Office.

**AA. HOW TO CREATE A TASK ORDER IN PD2:** It is very important that the MICC Center Fort Bragg is able to track the FIRST task order awards and modifications electronically. Therefore, it is critical that the FIRST task order awards are entered into the PD2 system correctly. The FIRST ID/IQ multiple award master contracts have line items based on Task Order type (i.e. FFP, Cost reimbursement, T&M). Each Ordering Office must tailor their CLIN structure based on the applicable Task Order type and match the CLIN in their Task Order to the applicable CLIN in the basic contracts.

The Task Order Contracting Officer must first Download the successful Task Order Offerors' basic IDIQ contract into the applicable systems as an external award. Upon establishing the Task Order in the Individual Ordering Officers' PD2, the Master Contract number should be displayed along with the establishment of the actual Task Order number based on the Individual Ordering Officers' local Task Order numbering code (0001, A101, etc). The Task Order CLIN must be matched to the Master Contract CLIN based upon Task Order type. The quantities in the Master Contract within the individual CLIN are for PD2 purposes ONLY to provide allowance for the anticipated use of the FIRST vehicles. All CLINs are set up as FFP for PD2 purposes but the actual Task Order type CLIN is included in the CLIN description. Once the CLIN are loaded into the Task Order based on Task Order type, the proposed/negotiated prices should be entered in the CLIN. The TOR Performance Work Statement and all applicable attachments for the individual TOR must be attached to the Task Order.

**BB. ASSIGNMENT OF CLAIMS:** In the event that an assignment of claims is approved against one of the FIRST ID/IQ master award contracts, the partially redacted modification incorporating the assignment will be posted and identified on the FIRST website. Contracting Officers will refer to the FIRST website *prior* to awarding a Task Order to ensure that any modifications to the Master Awards are reviewed for applicability. Any information on the assignment of claims or conformed contract that is confidential will be redacted. It may be provided to the TOCO upon request.

## **CHAPTER 4 TASK ORDER PROCESS**

### **A. Task Orders Less Than \$5.5 Million (MICC Installation Ordering Officers) or Less than \$10 Million (MICC-Center Ordering Offices) \***

1. The Customer identifies the requirement and obtains funding and applicable approvals to submit procurement package to the applicable Ordering Office.
2. The Ordering Officer determines whether the Task Order requirement is within the FIRST scope. (What is the applicable Task Area and what is the estimated dollar amount for the Task Order requirement). The Ordering Office conducts market research to determine whether FIRST is the appropriate vehicle to satisfy the customer's requirement. The Ordering Office determines the applicable FIRST Task Area(s) for Task Order.
3. The Ordering Office determines which FIRST suite of master contracts best accommodates the Task Order requirement (Unrestricted or 100% Small Business set-aside suite of multiple IDIQ contracts).
4. If a determination is made to utilize the Unrestricted suite of contracts then an assessment must be made to identify what percent of the requirement may be subcontracted to small business. A minimum small business subcontracting participation should be included in all Unrestricted requirements as a GO / NOGO item in the RTORs.
5. The Ordering Office prepares Mini Acquisition Strategy for Ordering Officer approval (optional but recommended requirement, not Mandatory).
6. The Ordering Office prepares Request for Task Order Response (RTOR) to include PWS, streamlined quality assurance plan, applicable Workload Data, due date for TOR return, period of performance and CLIN structure, discussion of Task Order type selected for Task Order, evaluation factors and basis for Task Order award including Small Business participation requirement (if Unrestricted Suite), and Performance Requirements Summary (PRS).
7. The Ordering Office submits RTOR and attachments to local Legal office for review.
8. The Ordering Office reviews the list of FIRST Contractors within the selected suite on the FIRST website to determine which offerors are qualified to accept other than Fixed Priced Task Orders if Task Order Type selected is other than Fixed price.
9. The Ordering Officer submits RTOR to FIRST contract holders within applicable suite who are eligible to receive RTOR based on the status of their Accounting system via email. (Normally 10 to 30 days).
10. The RTOR solicited Contractors submit proposal response prior to RTOR due date.
11. The Ordering Office assembles Evaluation Team to evaluate Contractor proposals in response to RTOR after due date passes.
12. The Evaluation Team evaluates proposals in response to RTOR and documents evaluation in accordance with the streamlined evaluation criteria established in the RTOR. (Desired evaluation period is 5 to 10 days).

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

14. The Ordering Office reviews Master Contract price Matrix to determine whether apparent successful Task Order recipient is compliant with the price matrix CAP and labor categories.

15. The Ordering Officer prepares Task Order Decision Document and submits to local legal office for review.

16. The Ordering Officer awards Task Order in local PD2 system.

17. The Ordering Officer provides notification of award decision to Task Order awardee as well as unsuccessful Task Order participants via email.

18. The Ordering Officer conducts feedback sessions if desired to unsuccessful participants.

19. The Ordering Office administers Task Order files.

\*Thresholds for non-MICC offices may vary.

**B. Task Orders Exceeding \$5 Million (MICC Installation Ordering Officers) or Exceeding \$10 Million (MICC Center Ordering Offices) \*\***

1. The Customer identifies the requirement and obtains funding and applicable approvals to submit procurement package to the applicable Ordering Office.

2. The Ordering Officer determines whether the Task Order requirement is within the FIRST scope. (What is the applicable Task Area and what is the estimated dollar amount for the Task Order requirement). The Ordering Office conducts market research to determine whether FIRST is the appropriate vehicle to satisfy the customer's requirement. The Ordering Office determines applicable FIRST Task Area(s) for Task Order.

3. The Ordering Office determines which FIRST suite of master contracts best accommodates the Task Order requirement (Unrestricted or 100% Small Business set-aside suite of multiple IDIQ contracts).

4. The Ordering Office prepares mini Acquisition Strategy for Ordering Officer approval (optional but recommended requirement).

5. The Ordering Office prepares the Request for Task Order Response (RTOR) to include PWS, streamlined quality assurance plan, applicable Workload Data, due date for TOR return, period of performance and CLIN structure, discussion of Task Order type selected for Task Order, evaluation factors and basis for Task Order award, and Performance Requirements Summary (PRS).

6. The Ordering Office submits the TOR and attachments to local Legal office for review.

7. The Ordering Office submits the TOR and attachments, Task Order Administration Plan, QASP, and legal review comments to MICC PARC, for review and approval prior to release to FIRST Contractors, allowing seven (7) working days for approval.
  8. The Ordering Office reviews list of FIRST Contractors within the selected suite on the FIRST website to determine which Offerors are qualified to accept other than Fixed Priced Task Orders if Task Order Type selected is other than Fixed Price.
  9. The Ordering Officer submits the RTOR to FIRST contract holders within the applicable suite who are eligible to receive TOR based on the status of their Accounting system via email, normally 10 to 30 days.
  10. The RTOR solicited Contractors submit their proposal response prior to TOR due date.
  11. The Ordering Office assembles Evaluation Team to evaluate Contractor proposals in response to RTOR after due date passes.
  12. The Evaluation Team evaluates proposals in response to RTOR and documents evaluation in accordance with the streamlined evaluation criteria established in the RTOR (desired evaluation period is 5 to 10 days).
  13. The Ordering Officer determines whether discussions are required, and if so, notifies Offerors via email. The Ordering officer conducts discussions and requests revised responses. The evaluation board evaluates and documents revised responses. If discussions are not conducted, the Ordering Officer prepares Task Order Decision Document.
  14. Ordering Office reviews Master Contract price Matrix to determine whether apparent successful Task Order recipient is compliant with the price matrix CAP and labor categories.
  15. Ordering Officer prepares Task Order Decision Document and submits to local legal office for review.
  16. Ordering Officer awards Task Order in local PD2 system.
  17. Ordering Officer submits Task Order Decision Document, local Legal comments, and Task Order Award to MICC PARC for review and approval. (Ordering offices should follow time frames identified in MICC Contracting Information Letter (CIL) 09-13.
  18. Ordering Officer provides notification of award decision to Task Order awardee as well as unsuccessful Task Order participants via email.
  19. Ordering Officer conducts feedback sessions if desired to unsuccessful participants.
  20. Ordering Office administers Task Order files.
- \*\*Thresholds for non-MICC offices may vary.



**CHAPTER 5**  
**TASK ORDER MONITORING AND CONTRACT ADMINISTRATION**

**A. TASK ORDER REVIEW AND APPROVAL PROCEDURES:**

The MICC PARC has established mandatory review and approval procedures for oversight of all task orders awarded by MICC organizations at or above \$5 million at installation task order level (e.g., Directorates of Contracting, etc.) and at or above \$10 million at the MICC Contracting Centers. Ordering activities, other than MICC activities, should follow the review and approval procedures within their chain of command and as stated in the FIRST Ordering Authority Letter. Contracting Officer delegated authority to place orders under the FIRST MAIDIQ agree, as part of the delegation, to participate in these reviews, consider the guidance/information provided by the MICC PARC staff, and not to pursue release of the TOR or award of the task order until the MICC PARC staff has provided authority for such.

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 is designated by the PARC as the Task and Delivery Order Ombudsman to ensure that contractors are afforded a fair opportunity to be considered consistent with the procedures in the contract.

Each Ordering Office is required to submit documents to the MICCPARC Staff for review of task orders for the dollar thresholds stated above, and for non-ACA organizations, pursuant to the terms of the FIRST Ordering Authority Letter. The Ordering Offices shall assemble two separate review submissions. Submission one must be received by the PARC Staff prior to release of the TOR to the contractors. Submission two must be received by the PARC Staff at least five working days prior to the award of the task order. These submissions should be forwarded electronically to the PARC Staff's designated FIRST Project Officer listed in Chapter 5, Paragraph B.

Submission one shall include the following documents (See Attachment 6 for complete list):

- Request for Task Order Response (TOR)
  
- Performance Work Statement (PWS)
  
- Independent Government Estimate (IGE)
  
- Local legal review
  
- Contract Administration Plan
  
- Quality Assurance Surveillance Plan (QASP)

Submission two shall include the following documents (See Attachment 6 for complete list):

- Task Order Decision Document
  
- A copy of the draft task order
  
- Local legal review of the draft task order and the Task Order Decision Document

The PARC Office reserves the right to request any additional documents it deems necessary to accomplish the review. Additionally, upon request, the PARC Staff reserves the right to review documents in submission one regardless of dollar value. Once the required documents are received,

the PARC Staff will review the documents and provide approval or guidance for immediate correction of documents or other viable alternatives to include amending the current request to the Ordering Office within seven (7) working days. The PARC Staff will endeavor to expedite each review as much as possible so as not to delay the FIRST procurement process.

**B. FIRST MICC PARC Point of Contact (POC):** The designated PARC address is:

Mission & Installation Contracting Command  
Acquisition Services Group (FIRST IDIQ)  
2107 17th Street, Bldg. 4197  
Fort Sam Houston, Texas 78234-5015

The FIRST Acquisition Services Group POC is responsible for PARC level review and coordination of FIRST Task Orders for approval. The FIRST Acquisition Services Group POC is also available to answer questions concerning planning and developing task orders and review and approval procedures. The FIRST Acquisition Services Group POC is not the Contracting Officer and has no authority to change the terms and conditions of the FIRST master contracts.

**C. CONTRACT ADMINISTRATION OF MASTER CONTRACTS:** MICC Center Fort Bragg, NC is responsible for contract administration for the master FIRST 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 Contracting Officer be effective or binding upon the Government. All such actions must be formalized by proper contractual document executed by the Contracting Officer. The FIRST Contracting Officer can be reached at (910) 643-7347. Notification of changes in the assigned Contracting Officer will be provided by official correspondence from the MICC CENTER FORT BRAGG. All correspondence pertaining to the FIRST master contracts must be addressed to:

Mission & Installation Contracting Command Center  
CCMI-RCB, (FIRST IDIQ)  
2175 Reilly Road, Stop A  
Fort Bragg, NC 28310-5000

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

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

**E. PERFORMANCE ASSESSMENT REPORT (PAR):** A Performance Assessment Report shall be completed for each services or information technology task order issued under this contract that is expected to exceed \$1 million. A Performance Assessment Report shall be completed for each systems or operations support task order issued under this contract that is expected to exceed \$5

million. (see AFARS 5142.1502-90). The preparation and completion of the PAR is the responsibility of the local Ordering Office. The PAR will be entered into the Contractor Performance Assessment Reporting System (CPARS), located at <http://cpars.navy.mil>.

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

**G. METRICS:** Metrics shall be included and applied to all task orders performed. At the task order level, the contractor's performance measurement may include metrics such as quality of service, cost effectiveness, timeliness of performance, business relations, and customer satisfaction.

The following metrics have been established for the FIRST Program:

**Area Metric Targets**

Competition Fair Opportunity - for 90% of Task Orders awarded  
Socio-Economic Goals Limitation on subcontracting - < 50% subcontracted (restricted suite)  
Small Business Subcontracting - 40% of available (unrestricted suite) subcontracting dollars  
Mission Capable Readiness Standards in Task Reliability - Orders met 95% of the time  
Client Satisfaction Survey - 95% Satisfied  
Cost Control - 99% of Task Orders completed within funded values

An Annual Metrics Report shall be submitted as directed by the DASA P&P for review and approval. The MICC PARC Staff is responsible for submission of the Annual Metrics Report.

**H. QUARTERLY PROGRESS REPORTS:** The Contractor shall provide quarterly progress reports to the Procuring Contracting Officer (PCO) indicated above at the end of each quarter. The quarterly progress reports shall address all activity under the MAIDIQ contract through the last day of the last month of each quarter. The quarterly progress report shall, as a minimum, contain the following information:

1. A listing of ALL task orders issued for the preceding quarter to include:
  - Ordering Office
  - Task order number and date of issuance;
  - Task Area – choose the task area that represents the preponderance of work
  - Location of performance and a brief description of work covered by the task order; e.g. task area(s) covered by the task order. In the event that the task order spans multiple task areas, select the task area that represents the preponderance of work.
  - Total amount ordered and obligated under each individual task order to include any modifications;
  - Performance period of each order including options;
  - Type of task order issued (i.e., FFP, CPFF, T&M, CPAF);
  - Indicate the number of task orders provided fair opportunity. Number responded to, number declined to participate and rationale for not participating

- Percentage of task orders awarded under each task area;
  - Utilization of small business subcontractors;
  - Concerns or areas for improvements
2. Cumulative summary of total dollars ordered and obligated to date on IDIQ contract;
  3. Cumulative summary of dollars ordered and obligated by task area when the task order spans more than one.
  4. A listing of task orders that the contractor did not provide a quote on and the reason why a 'no-quote' was rendered.

**I. INVOICES AND PAYMENTS:** Invoice instructions shall be stated on each task order issued by the local Ordering Office. Payments at the task order level may be made via Government IMPAC Credit Card. Other payment methods include, but are not limited to, electronic funds transfer, Wide Area Work Flow (WAWF), check etc.

## CHAPTER 6 FREQUENTLY ASKED QUESTIONS

Q: If my current contract is an 8(a) set-aside, may I use FIRST?

A: Typically not without dissolving the set-aside.

Q: May re-competitions of A-76 be executed under FIRST where industry “won?”

A: Yes.

Q: May Government Most Efficient Organization contractor **augmentation** be accomplished under FIRST?

A: No, not for the initial study but it can be used for the re-compete.

Q: Can I separate support requirements to match funding streams?

A: Yes – e.g., via CLIN structure or reporting/request for payment instructions.

Q: Can I provide continuity of service by executing a sole source order?

A: FAR Part 16 indicates “Logical Follow-on” as one of three exceptions to providing fair opportunity. But - ask yourself whether the requirement is really a logical follow-on?

- Prior requirement must have been competed under FIRST – fair opportunity provided
  
- Is the requirement really a logical follow-on (continuation to stated end state) or just more of the same? Only the first scenario is categorized a logical follow-on
  
- Example – development of logistics information management system – all FIRST contractors provided opportunity to compete - initial order complete – now need to modify to enhance interface capability

Q: May I consider past performance other than performance under FIRST?

A: Ask yourself why the performance would be relevant. Be aware that all contractors were rated on the past performance when qualified for FIRST MAIDIQs.

Q: May I use FIRST to obtain support OCONUS?

A: Yes – check for in-theater requirements, limitations and clearance procedures.

Q: May I use FIRST to obtain parts?

A: Not solely – parts may be acquired in order to execute the services ordered.

A: Yes, if the requirement falls within Task Area 8: Logistics Parts Support – Sets, Kits and Outfits.

## LIST OF ATTACHMENTS

<b>1. FIRST Contractor List with Email Addresses</b>	<b>39</b>
<b>2. Sample Task Order Mini Acquisition Strategy with Basis for Award/Evaluation Criteria</b>	<b>40</b>
<b>3. Sample Request for Task Order Response (TOR)</b>	<b>52</b>
<b>4. Performance Requirements Summary (PWS) Template</b>	<b>75</b>
<b>5. Quality Assurance Surveillance Plan (QASP) Template</b>	<b>91</b>
<b>6. Task Order Request, Checklist 1</b>	<b>94</b>
<b>7. Task Order Decision Document Request, Checklist 2</b>	<b>95</b>

**ATTACHMENT 1  
FIRST CONTRACTOR LISTING**

<b>IDIQ NUMBER</b>	<b>CONTRACTOR</b>	<b>Suite</b>	<b>Single-Point Group Email</b>
W911SE-07-D-0003	AT&T Government Solutions Inc	U	first@list.att.com
W911SE-07-D-0004	AC FIRST, LLC	U	teamfirst@ac-first.com
W911SE-07-D-0005	DynCorp International LLC	U	FirstGroup@dyn-intl.com
W911SE-07-D-0006	ITT Corporation	U	#ittsystems-FIRSTIDIQ@itt.com
W911SE-07-D-0007	Kellogg Brown & Root Services Inc	U	kbr-first@kbr.com
W911SE-07-D-0008	URS Federal Support Services, Inc	U	lsifirst@learinc.com
W911SE-07-D-0009	BAE Systems Science & Technology	U	first.gafv@baesystems.com
W911SE-07-D-0010	Stanley Associates Inc	U	FIRST@stanleyassociates.com
W911SE-07-D-0011	Battelle Memorial Institute	U	firstpmo@battelle.org
W911SE-07-D-0012	Defense Support Services LLC	U	first@ds2.com
W911SE-07-D-0014	Honeywell Technologies Solutions	U	first@honeywell.com
W911SE-07-D-0015	L-3 Comm Vertex Aerospace LLC	U	first.Contract@L-3com.com
W911SE-07-D-0016	Northrop Grumman EMS Corp	U	DLTSTeamFIRST@ngc.com
W911SE-07-D-0017	VSE Corporation	U	First-L2@vsecorp.com
W911SE-07-D-0039	Lockheed Martin Co.	U	first-distribution.isgs@lmco.com
W911SE-07-D-0018	Accent Control Inc	R	ACIFIRST@accentcontrols.com
W911SE-07-D-0019	The GINN Group Inc	R	FIRST@ginngroup.com
W911SE-07-D-0020	Hurricane Consulting Inc (HCI)	R	FIRST@hc-inc.net
W911SE-07-D-0021	ITG/SP Inc	R	michael.angelakis@itgonline.com
W911SE-07-D-0022	Logisitics Mgt Resources Inc (LMR)	R	first@lmr-inc.com
W911SE-07-D-0023	Logis-Tech Inc	R	first@logis-tech.com
W911SE-07-D-0024	Orion Technology Inc	R	orionfirst@orionhsv.com
W911SE-07-D-0025	System Studies and Simulations Inc	R	s3first@s3inc.com
W911SE-07-D-0026	Premier Professional System Inc	R	first@premier-inc.com
W911SE-07-D-0027	The Logistics Company Inc	R	firstcontracts@tlc-inc.net
W911SE-07-D-0031	Allen Corporation of America Inc	R	bmccormack@allencorp.com
W911SE-07-D-0032	Expeditionary Technology Services	R	First.Team@Expeditionary.com
W911SE-07-D-0033	Logistics Solutions Group Inc	R	first@lsgnet.com
W911SE-07-D-0034	Strategic Resources Inc (SRI)	R	first@sri-hq.com
W911SE-07-D-0035	Unified Consultants Group Inc	R	FIRST-IDIQ@ucgincorp.com
W911SE-07-D-0036	Data Solution & Technology	R	DSTFIRST@dstincorporated.com
W911SE-07-D-0037	Automated Precision Technology	R	APTFIRST@apt-llc.com
W911SE-07-D-0038	DUCOM Inc	R	first@ducominc.com

**ATTACHMENT 2**

**SAMPLE TASK ORDER MINI ACQUISITION STRATEGY  
Task Order Solicited under FIRST  
Multiple Award Task Order Contract (MATOC)**

1. Short Name/Title of Requirement: Field Logistics & Maintenance Support
2. Brief Description of the Requirement:
  - a. Summary of Requirements: **The contractor shall perform maintenance on Ground Support Systems (less aviation), including Automotive Systems, Power Generation Systems, Weapons (individual and crew served), Communications Systems, Supply and ancillary logistics services in accordance with applicable maintenance manuals provided by the Government. The contractor shall also perform supply support functions.**
  - b. Have all services to be performed been fully described in the PWS so the full cost or price for the performance of the work can be established when the order is placed.

**Yes**       **No (if no, why not)**

- c. Period of Performance Contemplated:

<b>Phase-In</b>	<b>11 July 20XX – 10 August 20XX</b>
<b>Base</b>	<b>11 August 20XX – 10 July 20XX</b>
<b>Option 1</b>	<b>11 July 20XX – 10 July 20XX</b>
<b>Option 2</b>	<b>11 July 20XX – 10 July 20XX</b>

- d. Independent Government Estimate:

<b>PoP</b>	<b>Labor</b>	<b>ODCs</b>	<b>Travel</b>	<b>Contingency</b>
<b>Phase-In</b>				
<b>Base Year</b>				
<b>1<sup>st</sup> Option Period</b>				
<b>2<sup>nd</sup> Option Period</b>				



<b>Sub-Total</b>				
<b>GRAND TOTAL</b>				

**Basis of estimate:** IGE was developed utilizing historical data from previous task orders and current manning level based on current deployment and equipment status.

If ODCs are included, are the ODCs clearly defined in terms of the nature of the ODCs and any limitations that may be placed on ODCs? N/A

Yes       No (*if no, why not*)

Are the ODCs incidental to the performance of this task order? N/A

Yes       No (*if no, why not*)

Are facilities included in the ODCs? N/A       Yes       No

**Will the Government directly reimburse the contractor for lease of the facilities?**

Yes       No

Is IT included in the ODCs?       Yes       No

- **How will the IT be used?**
- Who will retain property control?

e. Funding:

- Funding Source: *Army Material Command*
- Funding Type:
  - Operations and Maintenance (Army)**
  - Other Supplemental (GWOT)**
- Funding Stream:
- Available Funding:
- 

3. Which Task Area represents the preponderance of services required?

- Task 1:** Logistics Program Management and Operations
- Task 2:** Logistics Quality Assurance Support
- Task 3:** Logistics Information/Technology Support
- Task 4:** Logistics Training Support
- Task 5:** Logistics Army Transformation Logistics Support
- Task 6:** Logistics Program Support
  
- Task 7:** Logistics Transportation/Supply Support
- Task 8:** Logistics Parts Support – Sets, Kits and Outfits

- Task 9:** Support to Directorates of Logistics/Installation Management Command
- Task 10:** Logistics/Maintenance – All Other Organizations
- Task 11:** Comprehensive Support for Centrally Managed Programs
- Task 12:** Command Wide Logistics Enterprise System Program Support

4. Is this a new requirement?  **Yes**  **No**  
*If no, list the preceding order/contract number*

*Was this requirement solicited and awarded under FIRST?*  **Yes**  **No**

5. Is the requirement presented in performance-based terms? (See FAR 37.601)  
 a. Performance Work Statement is presented in performance-based terms  
 **Yes**  **No (if no, has approval been obtained? see DFARS 237.170-2)**

b. Does the PWS have a Performance Requirements Summary?  
 **N/A- Offeror will propose a PRS.**  **Yes**  
 **No – state reason why a PRS is not provided (e.g., cost type task order, non-performance-based requirement approved, etc)**

**Are the standards measurable?**  **Yes**  **No – include statement why they are not**

**Does the PRS specify procedures for reductions to the price of a fixed-price task order when services are not performed or do not meet contract?**

**Yes**  **No – Labor Hours**

**Does the PRS include performance incentives where appropriate?**

**Yes**  **No –Labor Hours**  **N/A**

**Has a QASP been developed?**  **N/A – Offeror will propose a QASP.**

**Yes**  **No - include date when the QASP will be completed**

c. Will Government-Furnished Property be provided?  **Yes**  **No**

*If yes, have the requirements of FAR Part 45.3, DFARS 245.3 and Southern Region Implementation Memorandum (SRIM) 06-15 subject Divestiture of Government-Furnished Equipment (GFE) with an Acquisition Cost of Less than \$5000 and Reporting Requirements complied with?*  **Yes – copy of D&F and approval attached**

6. Contract/Task Order type: *(include rationale if other than FFP selected – include the barriers to FFP)*

**Firm Fixed Price**

- Fixed Price – Level of Effort**
- Labor Hour**
- Labor Hour with Reimbursable Travel**
- Time and Materials**
- Cost Plus Fixed Fee**
- Cost Plus Award Fee**, if CPAF, include as an attachment the AF Plan and AF Criteria
- Other/Hybrid** \_\_\_\_\_

Rationale for other than Firm Fixed Price:

**Fort XYZ cannot accurately estimate cost due to the unpredictable fluctuation in workload.**

7. Additional Clauses/Terms and Conditions - The following clauses/terms will be added at the Task Order level:

- FAR 9.5, Organizational and Consultant Conflicts of Interest**
- FAR 52.217-8 – Option to Extend Services**
- FAR 52.217-9 – Option to Extend the Term of the Contract**
  - .... within 30 days;
  - ... at least 60 days;
  - ... shall not exceed 66 months.
- FAR 52.232-7, Payments under Time-and-Material and Labor-Hour Contracts**
  - ... (a)(2) withhold amount is \_\_\_\_\_
- FAR 52.232-18, Availability of Funds**
- FAR 52.232-19, Availability of Funds for the Next Fiscal Year**
  - ....beyond the end date of each performance period
- FAR 52.232-22, Limitation of Funds is applicable at the CLIN level**
- FAR 52.232-28, Invitation to Propose Performance-Based Payments**
- FAR 52.232-32, Performance-Based Payments**
- DFARS 252.232-7003 Electronic Submission of Payment Requests.**

8. Bundling: **Do the requirements/acquisition approach meet the definition of “bundled contract?”** (see FAR 2.101)

Yes (*see attached approvals*)       No

9. Contract Consolidation: **Do the requirements/acquisition approach meet the definition of “contract consolidation”?:** (*see DFARS 207.170*)

Yes (*see attached approvals*)       No

10. Fair Opportunity:

**Fair Opportunity will be provided to all FIRST contractors**

**Fair Opportunity will not be provided (*see attached for justification*)**

**FAR 16.505(b)(2)(i) Urgency**

**FAR 16.505(b)(2)(ii) One Source – Unique or highly specialized services required**

**FAR 16.505(b)(2)(iii) Logical Follow-on**

**FAR 16.505(b)(2)(iv) Satisfy Minimum Guarantee**

11. Personal vs. Non-Personal Service Determination:

**Based on FAR 37.104(a) – the services are determined to be non-personal services**

**Contractor personnel will NOT be supervised by government personnel**

12. Government In Nature Determination:

**Based on FAR 37.104(a) – the services are determined to be non-personal services**

13. **Contract Advisory and Assistance Services (CAAS):**

**Do the services meet the definition of CAAS?**

Yes (*see attached approvals*)       No

If CAAS, is the period of performance 5 years or less? (*see FAR 16.505 (c)*)  Yes

14. Services have been authorized: (*see Secretary of the Army memorandum, subject: Army Policy for Civilian Hiring and Initiation/Continuation of Contracts for Service Personnel – 23 Feb 2006*)       Yes – see attached approval

15. Does the Service Contract Act apply per FAR 22.10?

Yes (Wage Determination No. 05-2523 will be included in the TO)       NO

16. Organizational Conflict of Interest:

Have OCI implications been clearly identified in the PWS  Yes       N/A

Has the requirement for submission of an OCI plan been included in the TOR?

Yes

17. Options: **Do you intend to include options?**

Yes (see attached D&F for inclusion of options)  No

18. Evaluation Plan: *(Describe the evaluation approach and criteria)*

A. Basis of Award:

**Trade-off Approach:**

(a) **Subject to the provisions contained in the PWS, the Government intends to award a single task order resulting from the TOR, to the offeror whose response conforms to the Task Order and PWS that provides the overall “Best Value” to the Government, technical and cost factors considered. The Government may select for award, the offer in which the total proposed cost is not necessarily the lowest, but whose overall proposal is deemed sufficiently more advantageous to the Government so as to justify the payment of a higher cost. Conversely, the Government may select for award the offeror whose total proposed cost is the lowest, when other proposals are not sufficiently more advantageous so as to justify the payment of a lower cost.**

**The Government intends to evaluate offers and award a task order without communications with offerors. Therefore, the offeror’s initial offer should contain its best terms from a cost and technical standpoint. However, the Government reserves the right to request clarifications or request revised responses if later determined by the Contacting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in the submitted responses.**

B. Evaluation Criteria:

**1. The proposal evaluation and discussion procedures will be conducted in accordance with Federal Acquisition Regulation (FAR) Part 16.5. After the Government has received responses, the Government may request additional oral or written information from one or more responders, but not necessarily from all responders.**

**2. The response to this Task Order shall be evaluated using the evaluation criteria set forth in this TOR (W91XXX-10-TOR-00XX) the Technical Factor (inclusive of all sub-factors) and the Cost Factor considering solely the offeror’s response to this Task Order.**

**3. Evaluation Factors: Offerors will be evaluated on two factors:**

**(1) Technical and**

**(2) Cost**

**4. For purposes of this Task Order, the Technical Factor is significantly more important than the Cost Factor.**

**5. The Technical Factor has three subfactors:**

**(1) Management Approach**

**(2) Staffing Approach**

**(3) Relevant Technical Expertise**

**a) Management Approach is significantly more important than either Staffing or Technical. Staffing Approach and Relevant Technical Expertise are equal in importance.**

**b) The Technical Factor will be assigned Overall adjectival ratings at the factor level. Subfactors will be evaluated and assigned individual adjectival ratings (See Table 1 below). Subfactors' adjectival ratings will determine the "overall" adjectival rating for the Technical Factor.**

**c) In the event that a subfactor is determined deficient, the Technical Factor is considered "Unacceptable" unless the Government conducts discussions.**

**d) TECHNICAL FACTOR: The offeror's technical proposal will be evaluated to determine whether the proposal satisfies the Government's requirements considering the three subfactors above. The overall technical factor will receive an overall adjectival rating as well as corresponding risk level rating as displayed in table 1 below. The technical factor along with each subfactors' ratings will be assessed and will be assigned an adjectival rating that ranges from "Excellent to Unacceptable". A proposal shall achieve a minimum rating of "Acceptable" with Moderate Risk in the Technical Factor to be viable for award and shall demonstrate a sound approach that meets all requirements and objectives of the PWS.**

**1) Management Approach - The offeror's Management plan will be evaluated to assess the offeror's understanding of the requirements as stated in the PWS to include all appendices. It will also assess the soundness and executability of the approach to manage and operate the Field Maintenance. The evaluation will also determine the offeror's ability to provide an effective management approach to include organizational structure and team structure. The ability to successfully execute the approach proposed will be evaluated to determine whether the team possesses the relevant management expertise in terms of nature, size, complexity and duration as required in the PWS. The offeror's proposed management roles, controls, and communications will be evaluated on likelihood of being successful, with minimal disruption to production and risk to the government. The proposal will be evaluated on the likelihood of success of the offeror's approach and procedures for deploying contractor employees to potentially hazardous OCONUS war fighter locations. The management approach will be evaluated on feasibility of offeror's plan to achieve first time acceptance rate and reduction of rework. The contractor's management approach is to be evaluated on reconciling the contractor certificate of service from the contractor's accounting system to the government system of production record,**

the WMMS system, to minimize risk of cost overrun to the government. Management plans that fail to provide required information will be considered unacceptable. The government intends to determine if the approach to tracking funding vs. assigned workload is feasible and will provide the necessary protection to the government to prevent cost overruns.

2) **Staffing Approach**: The offeror's staffing approach will be evaluated to determine the ease for government PO to interface with the offeror's management team at the local level. The degree of local autonomy and ability to recruit, hire, and manage personnel at the local level will be evaluated on likelihood of success to perform the services and whether it is feasible in terms of providing the required staffing levels to meet production. The Government will evaluate the proposed management staffing plan to assess the offeror's understanding of the requirement to provide personnel with the required knowledge, skills, and experience to fulfill the requirements of the PWS to include the ability/capability of the personnel to support the designated position; ability to designate personnel for assignment to the specific functional areas. The team structure will be evaluated on the feasibility of the structure and the likelihood that structure is to be successful with minimal risk. The staffing approach will be also evaluated to determine the offeror's ability to retain a workforce sufficient to satisfy the requirements stated in the PWS and reduce risk in failure to meet production. The offeror's proposed labor pool of qualified employees, and the impact/benefit that may result, will be evaluated to determine whether the proposed Technical solution identified in the Technical proposal is feasible. The staffing plan will be unacceptable if the offeror's staffing proposal does not match the government's required team complement as provided in Appendix H and match with the offeror's Cost Proposal. Offeror will be assessed likelihood that this staffing approach for key and management support personnel will be successful with minimal risk.

3) **Relevant Technical Expertise**: – The offeror's relevant technical expertise will be evaluated to assess the offeror's understanding of the requirement, soundness of approach and executability of approach in relation to this PWS, to determine the level of risk and whether this offeror will be successful based on his expertise. Offerors shall demonstrate technical experience with services of similar type, size and complexity to those contained in this requirement (to include subcontractor and/or teaming arrangement participants that are depicted to be key to the offeror satisfying all areas of the PWS). The offeror's expertise will be evaluated based on demonstrated ability to reduce rework. The contents of the technical experience will be evaluated to determine whether it is adequate. The proposal will also be evaluated to determine whether the offeror's methods and approach in meeting the requirements stated in the PWS in a timely manner provide the Government with a high level of confidence of successful completion.

e) **TECHNICAL FACTORS AND SUBFACTORS' ADJECTIVAL RATINGS**: The technical factors and Technical subfactors will be assigned an adjectival rating based on the following definitions:

**Table 1. Technical Factor & Subfactors' Ratings**

<b>TECHNICAL FACTORS ADJECTIVE</b>	<b>DEFINITION AND CRITERIA</b>
<b>Excellent</b>	<p>A proposal that satisfies all of the government’s requirements with extensive detail to indicate feasibility of the approach and shows exceptional understanding of the problems and offers numerous significant strengths, which are not offset by weaknesses, is considered Very Low Risk in that they are exceptionally clear and precise, fully supported and demonstrates a clear understanding of the requirements.</p> <p>Risk Level: Very Low</p>
<b>Good</b>	<p>A proposal that satisfies all of the government’s requirements with appropriate detail to indicate feasibility of the approach and shows suitable understanding of the problems and offers some significant strengths, which are not offset by weaknesses. These solutions are further considered to reflect low risk in that they are clear and precise, supported, and demonstrate an understanding of the requirement.</p> <p>Risk Level: Low</p>
<b>Acceptable</b>	<p>A proposal that satisfies all of the government’s requirements with adequate detail to indicate feasibility of the approach and shows sufficient understanding of the problems, with an overall moderate degree of risk in that they are somewhat clear and precise, partially supported and demonstrates a general understanding of the requirements.</p> <p>Risk Level: Moderate</p>
<b>Marginal</b>	<p>A proposal that may not be capable of satisfying all of the Government’s requirements with minimum detail to indicate the feasibility of the approach and shows a minimal understanding of the problems, with an overall high degree of risk that lack clarity and precision, is generally unsupported and does not demonstrate a complete understanding of the requirements.</p> <p>Risk Level: High</p>
<b>Unacceptable</b>	<p>A proposal that contains major error(s), omission(s) and/or deficiency (ies) that indicates a lack of understanding of the problems or an approach that cannot be expected to meet requirements or involves a very high risk; and none of these conditions can be corrected without major</p>



	<p><b>rewrite or revision of the proposal. The proposal lacks clarity or precision, is unsupported and does not demonstrate an understanding of the requirement.</b></p> <p>Risk Level: Very High</p>
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**Table 2: Sub-Factor Element Assessment Ratings**

Definition	
<b>Significant Strength</b>	A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.
<b>Strength</b>	<b>Any aspect of a proposal that, when judged against a stated evaluation criterion enhances the merit of the proposal or increases the probability of successful performance of the contract.</b>
<b>Weakness</b>	A flaw in a proposal that increases the risk of unsuccessful contract performance.
<b>Significant Weakness</b>	A flaw that appreciably increases the risk of unsuccessful contract performance.
<b>Deficiency</b>	A material failure of a proposal to meet the Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

**6. The Cost Factor: Cost will be evaluated to determine cost realism and reasonableness. To be viable for award, offeror’s costs must be determined realistic and reasonable.**

**Cost realism: The following procedures below will be performed as a part of the realism analysis. Any discrepancy found may determine the offeror’s prices to be unrealistic or may cause an adjustment of their overall proposed price to realistic levels. If any discrepancies are found between Technical and Cost the government will make adjustments in order to determine the adjusted cost for evaluation purposes.**

- **Realism of the offeror’s proposed indirect rates will be determined by ensuring the labor rates proposed do not exceed the CAP rates in the offeror’s Price Matrix. Rates that do not exceed the CAP rate have been pre-determined to be realistic during the FIRST ID/IQ evaluation process.**

- **Realism of the offeror’s labor rates will be determined by comparing the labor rates to the applicable wage determination. Any wages below the wage determination may be used to adjust the offeror’s proposed price. Realism of the offeror’s overall price will be accomplished via a technical cross-walk of the offeror’s proposed technical solution (and the resources required to implement that solution) with the cost/price team. Technical evaluators will assess the proposed staffing, in terms of labor mix and staffing levels, and will recommend any changes of those labor resources to the cost/price team.**

**Cost reasonableness: Reasonableness will be determined by comparing the offeror’s total cost proposed to the total costs proposed by the other offerors. Comparisons will focus on the costs of phase-in and all options combined. Additionally, total proposed prices will be compared to the Independent Government Estimate (IGE) to determine the reasonableness of price.**

**19. Certified Cost and Pricing Data: The labor rates set forth in the FIRST contracts were evaluated as part of the evaluation for the basic contract award. As such, they were found to be fair and reasonable based upon adequate competition. Certified cost and pricing data should not be required, except for extreme situations.**

**Do you intend to obtain certified cost and pricing data:**

- Yes  No

*If yes – include a statement that defines the reason why*

**20. Contract Administration Approach:**

Contracting Officer Representative:

- CORs have been nominated  Yes  No
- COR qualifications have been reviewed and determined to be appropriate for this acquisition  Yes  No

Who will perform contractor surveillance?

Contracting Officer Representative:

- CORs have been nominated  Yes  No
- COR qualifications have been reviewed and determined to be appropriate for this acquisition  Yes  No

Who will perform task order administration? XXXXXX, Contract Specialist

**21. Within Scope Determination: The nature of the requirements of this task order have been reviewed and are determined by the Contracting Officer listed below to be within the scope, ordering period, contract ceiling (maximum value) and terms and conditions of the FIRST MATOC.**

22. Task Order Acquisition Strategy Prepared By:

\_\_\_\_\_ xx/xx/20xx

**Contract Specialist**                      **Date**

23. Reviews and Approvals:

\_\_\_\_\_

**Contracting Officer**                      **Date**

\_\_\_\_\_

**Legal Counsel**                              **Date**

\_\_\_\_\_

ATTACHMENT 3

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

*Fort XYZ, USA*

**PART: 1**

TOR Number: **W91XXX-10-TOR-00XX**

Date of Issue: 1 May 20XX

Description of Services: Logistics XXXXXXXXX

Location of Services: Fort XYZ, USA

Closing Date/Time: 1 June 20XX – 4:00 p.m. Eastern Daylight Time

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This is a Request for Task Order Response (TOR) for services to be provided under the Field and Installation Readiness Support Team (FIRST) ID/IQ. A review of the task requirements has been conducted, and it has been determined that the preponderance of work falls within the:

Unrestricted Suite, Task Area 10 – Logistics/Maintenance

This Task Order is being evaluated utilizing the information provided in the evaluation criteria set forth in Part 8, Evaluation Criteria/Basis for Award. Your response must be in full compliance with the instructions in this TOR. The response (to include cost) shall be valid for ninety (90) calendar days. Please ensure that you have read the attached documents, and then submit your response by the date and time indicated above. All items within the TOR must be completed and returned by due date & time.

Part 1: Task Order Response

Part 2: Contract Line Item Number (CLIN) Structure (Prices/Costs)

Part 3: Period of Performance

Part 4: Task Order Administration

Part 5: Special Task Order Requirements

Part 6: Additional Terms and Conditions and Contract Clauses

Part 7: Instructions, Conditions and Notices to Offerors

Part 8: Evaluation Criteria/Basis for Award

Part 9: List of Attachments

Attachment 1: Performance Work Statement (PWS) with Appendices

Appendix A: Contract Security Classification Specification

Appendix B: Supply

Appendix C: Safety

Appendix D: Hazardous Materials

Appendix E: Government-Furnished Equipment (GFE)

Appendix F: Potential Equipment Type for Workload

Appendix G: Facility Capability & Capacity

Appendix H: Workload Data and Team Complement

Appendix I: Mobile Team Travel Policy

Attachment 2: Quality Assurance Surveillance Plan (QASP)

Attachment 3: Performance Requirements Summary (PRS)

Attachment 4: Service Contract Act Wage Determination(s) ([www.dol.gov](http://www.dol.gov))

Attachment 5: Site Visit Information

Attachment 6: Questions and Answers

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

Firm Fixed Price

Labor Hour

Labor Hour with Reimbursable Travel

Time and Materials

Cost-Plus-Fixed Fee

Cost-Plus-Award Fee

Other Arrangement: \_\_\_\_\_

Suite holders shall provide a response expressing whether they will or will not submit a proposal, along with a detailed explanation of their decision choosing not to submit a proposal no later than seven business days after receipt of the official TOR. These responses as well as all questions regarding this TOR should be directed via e-mail to: [email@us.army.mil](mailto:email@us.army.mil) **The deadline for the submittal of all questions is 1 June 20XX.**

All responses shall be delivered to the:

MISSION AND INSTALLATION CONTRACTING COMMAND

CENTER – XXXXXXXX  
ATTN: (CONTRACTING OFFICER)

STREET

CITY, STATE, ZIP CODE

**PART 2: CLIN STRUCTURE (PRICES/COSTS)**

CLIN	Description	QTY	Amount
<b>0001 - Phase In</b>			
0001AA	Labor		
	Fee		
	Total Phase-In CPFF	21 Days	
0001AB	ODC		\$29,000.00
0001AC	Travel	NTE	\$2,750.00
<b>0002 - Base Period</b>			
0002AA	Labor		
	Fee		
	Total Base Period CPFF		
0002AB	ODC	NTE	\$300,000.00
0002AC	Travel	NTE	\$30,000.00

<b>0003 - Contingency</b>			
0003AA	Contingency – Labor	EST	\$2,500,000.00
	Fee		
	Contingency Base Period CPFF		
0003AB	Contingency – ODC	EST	\$200,000.00
0003AC	Contingency – Travel	EST	\$125,000.00
<b>0004 – CMR</b>	Contractor Manpower Reporting		

Note: Responder shall use the plug figures provided for Travel, ODC and Contingency.

No fixed-fee is authorized on CLINS for Travel and ODCs.


**PART 3: PERIOD OF PERFORMANCE**

1. Period of Performance is shown below: (Dates subject to change dependent upon award.)

Phase In	11 June 20XX – 10 July 20XX
Base Period	11 July 20XX – 10 July 20XX
Option Period One	11 July 20XX – 10 July 20XX
Option Period Two	11 July 20XX – 10 July 20XX



2. Performance will be performed at the Fort XXXX Logistics & Maintenance Site, USA and at other temporary duty (TDY) locations and CONUS and OCONUS. Required support has included Kuwait, Iraq and Afghanistan.

#### **PART 4: TASK ORDER ADMINISTRATION**

1. No understanding, agreement, task order modification, change order, or other matter deviating from the terms of this task order between the contractor and a person other than the Task Order Contracting Officer (TOCO) will be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the TOCO.
2. INVOICES AND PAYMENTS. Payments at the task order level will be made via Wide Area Work Flow (WAWF). See invoice instructions that are provided at Page 10, Part 5, and Special Task Order Requirements.
3. TRAVEL. The reasonableness and allowability of travel costs shall be governed by Federal Acquisition Regulation (FAR) Part 31.205-46. Travel shall be authorized in advance by the TOCO or COR. Travel shall be in accordance with the Joint Travel Regulation, Volume II for Civilians.

#### **PART 5: SPECIAL TASK ORDER REQUIREMENTS**

1. Task Order Contracting Officer's (TOCO) Representative:

- a. The TOCO (Contracting Officer at Task Order level) will designate individuals to act as the Contracting Officer's Representative (COR) under this task order. The COR will be designated by letter of appointment from the TOCO in the technical phase of the work, but will not be authorized to change any of the terms and conditions of the task order.

- b. 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. The TOCO may also designate Property Administrators by letter with an information copy of such letter to the Contractor.

- c. No oral statements of any person whatsoever 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 TOCO.

2. 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.

- a. Wide Area Work Flow (WAWF) Registration and Invoicing is mandatory and hereby incorporated in accordance with Section G-3 of the FIRST MAIDIQ and DFARS 252.232-7003.

Registration shall be entered as a "2 in 1" process. No direct billing is authorized.

**b. WAWF DOCUMENT ROUTING INFORMATION (This information to be provided on task order award documents.**

**CONTRACT:**

**CAGE CODE:**

**PAY DODAAC:**

**ISSUE DATE:**

**ISSUE BY DODDAC:**

**ADMIN BY DODDAC:**

**SERVICE ACCEPTOR:**

c. Customer Support Center: 1- 801.605.7095 Toll Free (CONUS Only) 1-866-618-5988

Fax: (801) 605-7453 - <mailto:cscassig@ogden.disa.mil>

**PART 6: ADDITIONAL TERMS AND CONDITIONS AND CONTRACT CLAUSES**

**A. In addition to the clauses in the FIRST contract, the following apply to this order:**

FAR 9.5, Organizational and Consultant Conflicts of Interest

The Contracting Officer is currently examining whether or not potential Organizational Conflict of Interests (OCI) exists with performance of this task order which may impact prospective offerors. However, all prospective offerors are hereby advised to examine the Federal Acquisition Regulation § 9.505 and section H.13 of their ID/IQ basic contract and identify any potential OCI conflicts that may now exist to include Unequal Access to Information, Biased Ground Rules, and Impaired Objectivity; if any such concerns exist, an offeror who is impacted will submit an acceptable Mitigation Plan to the Task Order Contracting Officer with its proposal. The Task Order Contracting Officer will determine based on the facts and circumstances of each individual case whether impacted offeror's Mitigation Plan is acceptable for this requirement prior to making an award.

If any offeror has questions with regards to your affirmative responsibility to identify OCI concerns and/or mitigate each issue, each potential offeror is encouraged to ask questions and seek clarifications before proposal due dates. The Government will be prevented from awarding a task order to any offeror who has an actual OCI issue that cannot be mitigated to the satisfaction of the Task Order Contracting Officer.

FAR 52.217-8 – Option to Extend Services

FAR 52.217-9 – Option to Extend the Term of the Contract

.... within 60 days;

... at least 30 days;

... shall not exceed 60 months.

FAR 52.232-7, Payments under Time-and-Material and Labor-Hour Contracts

... (a)(2) withhold amount is \$50,000 annually

FAR 52.232-18, Availability of Funds

FAR 52.232-19, Availability of Funds for the Next Fiscal Year

...beyond the end date of each performance period

FAR 52.232-22, Limitation of Funds is applicable at the CLIN level.

FAR 52.232-28, Invitation to Propose Performance-Based Payments

FAR 52.245-1, Government Property

FAR 52.232-32, Performance-Based Payments

FAR 52.245-9, Use and Charges

FAR 52.246-5, Inspection of Services-Cost Reimbursement

DFARS 252.211-7007, Item Unique Identification of Government Property

DFARS 252.225-7040, Contractor personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States

DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States

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).

***Incorporated in Full Text:***

DFARS 252.215-7003, Excessive Pass-Through Charges—Identification of Subcontract Effort (May 2008)

(a) *Definitions.* “Added value,” “excessive pass-through charge,” “subcontract,” and “subcontractor,” as used in this provision, are defined in the clause of this solicitation entitled “Excessive Pass-Through Charges” (DFARS [252.215-7004](#)).

(b) *General.* The offeror’s proposal shall exclude excessive pass-through charges.

(c) *Performance of work by the Contractor or a subcontractor.*

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of

work to be performed under the contract, task order, or delivery order, the offeror DFARS 252.215-7003 (*continuation*) shall identify in its proposal—

- (i) The amount of the offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s); and
  - (ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).
- (3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—
- (i) The amount of the subcontractor's indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and
  - (ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

**B. Compliance with Laws and Regulations (5 Nov 07).** The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENTCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.  
(End)

**C. Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 Nov 07):** All contractors (“contractors” herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.

3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 SF) is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End)

**D. Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (5 Nov 07):** The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electro physiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality

disorder with mood or thought manifestations; unrepaired hernia; tracheotomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fissure placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.  
(End)

**E. Quarterly Contractor Census Reporting (12 Nov 07).** The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to [JCCI.J2J5J7@pco-iraq.net](mailto:JCCI.J2J5J7@pco-iraq.net) for Iraq and to [BGRMPARC-A@swa.army.mil](mailto:BGRMPARC-A@swa.army.mil) for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

**F. 5152.225-4000 CRIMES AGAINST HOST COUNTRY NATIONALS WITHIN THE UNITED STATES CENTRAL COMMAND (USCENTCOM) AREA OF RESPONSIBILITY (AOR) (MAR 2009)**

(a) With regard to this contract, the contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted in any U.S. court of any crime against a US CENTCOM AOR host country national, regardless of the place at which the crime occurred.

(b) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.

(c) Contractor employees discovered to have one or more prior convictions as described above shall be removed from the contract immediately.

(d) Failure to adhere to the requirements of this clause may result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

(End of clause)

**PART 7: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**1. RESPONSE SUBMISSION/FORMAT**

- a. When submitting your response, ensure that all of the information requested below is submitted in the format identified below. Responses shall be presented in such a manner that it clearly addresses the requirements of the Performance Work Statement for this Task Order and the Performance Requirements Summary. Responses that are overly verbose or include marketing material may distract the evaluators from properly evaluating the TOR. All responses shall be sent to:

Mission and Installation Contracting Command  
Center – XXXXXXXX  
Attn: XXXXXX Division (Contracting Officer Name)  
STREET  
CITY, STATE, ZIP CODE

b. The labor categories and rates proposed must be within those included in the FIRST contract the response is submitted under. Do not exceed the ceiling rates in the pricing schedules. For exempt categories use the local market conditions based on the location of those personnel. Contractors may propose less than their floor rate as long as the rates are in compliance with the applicable Service Contract Act.

c. The length of the response is limited as identified below.

<b><u>TOR Part</u></b>	<b><u>Page Limitation</u></b>
<input checked="" type="checkbox"/> Technical Proposal	30
<input checked="" type="checkbox"/> Cost Proposal	No limit
<input checked="" type="checkbox"/> Subcontracting Proposal	5
<input checked="" type="checkbox"/> Mitigation Plan Proposal (if required)	No limit

d. All written documents shall be prepared on standard 8.5 x 11 inch paper and shall be in a legible size of no less than 12 font in New Times Roman. Charts may be landscaped. Proposed Title Page, Table of Contents, and Cross Reference Matrix's are not included in the page count. Five 11x17 foldout are allowed and is not in the page count. All charts and graphs must be legible, regardless of font size, Arial or New Times Roman fonts are required. Printing is limited to one side of the paper. Pages without information (blank pages) do not need to be numbered and shall not be reflected in the page count. All pages of each response shall be appropriately numbered, and be identified with the TOR number (W91XXX-10-TOR-00XX).

e. For ease of reference, consecutive page numbering with dividers (such as colored paper, tabs) is requested. Tabs shall not be included in page count limitations.



f. Each offeror's response shall be submitted as set forth below and all information shall be confined to the appropriate Volume to facilitate independent evaluation. Responses which do not follow these guidelines or which do not include the requested minimum information may be eliminated from further consideration for award. The overall response shall consist of four (4) physically separated and detachable volumes, entitled:

Volume I – Technical Response with 1 original and 3 copies

Volume II – Cost with 1 original and 1 copy

Volume III – Subcontracting 1 original and 1 copy

Volume IV – Mitigation Plan for Fort Irwin FLRC with 1 original and 1 copy (if required of any offeror)

g. The responses shall be submitted in separate volumes as delineated above. Offerors shall provide paper copies only. All originals and all copies shall be provided no later than the date and time set for receipt of responses.

h. Offeror shall submit each volume of their response as noted above in a three-ring loose-leaf binder, provided in the number of copies indicated. Separate sections of the binder shall be tabbed for ease of identification. Offerors shall attach a binder cover sheet to the outer cover of each part identifying:

- Volume number
- Copy number
- TOR number (W91XXX-10-TOR-00XX)
- Date of submission; and,
- Offeror's name.

i. Hard copies of the proposals are required. Hard copies may be delivered by mail, special delivery, or in person. Hard copies will be the "Official copy" for review and are due by the closing date and time located within this TOR; late proposals will not be accepted and will not be evaluated. Offerors shall provide two copies of the electronic files of the technical proposal and pricing proposal on CD-ROM. The Government requests one protected and one unprotected version of each file.

## **2. PROPOSAL CONTENT**

**A. Technical Volume** shall include the Management Approach, Staffing Approach and Relevant Technical Expertise.

The offeror must identify any assumptions upon which their approach/solution is based, and the rationale supporting the assumption (i.e., why do you believe the assumptions are valid). The offeror must also 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.

(1) **Management Approach**: The management approach should include the following:

(a) Corporate Organizational Structure and Communication Approach: Outline your proposed organizational structure. Explain the role of each management team member/subcontractor/ consultant, etc., as applicable on this task order. Describe your process for managing and controlling the team members, to include the subcontractors. Discuss how reporting and review requirements will be imposed. Discuss internal and external communications. Internal communications are communications among the team, to include project teams for the task order. External communications are communications with the Government. Address your approach to ensure effective lines of authority.

(b) A description of management procedures to track funding required to complete assigned workload vs. funding on contract.

(c) An explanation of your management approach to minimize rework and the cost impact to government over the life of the task order for work that should have been correctly performed by the contractor the first time.

(d) The management procedures for deploying contractor employees to potentially hazardous OCONUS war fighter locations. Explain any innovative organizational and teaming arrangements.

(e) A description of your team structure (to include utilization of subcontractors) and the work/work area allocated to each team member.

(2) **Staffing Approach: Your staffing approach should:**

(a) Identify the required team complement and including any additional positions under the offeror's discretion category in the staffing proposed to support this Task Order. Contractors are required to propose the team complement and the Service Contract Act (SCA) Directory of Occupations skill identifier. Include a breakout by labor category, number of personnel proposed, skill level (i.e. Log Anal II, General Clerk IV etc.), and SCA applicability.

(b) Discuss the basis of estimate in terms of staffing proposed for each major section of the PWS (labor categories and number of hours).

(c) Identify the labor categories and number of hours for each area supported. Labor categories in cost proposal cannot differ from those shown in technical proposal.

(d) The staffing plan should also address the knowledge, skills, security clearances and education requirements for each labor category.

(e) Discuss the ability to be fully staffed and operational by the start date of the task order. Discuss the procedures that will be used to establish and retain a workforce sufficient to satisfy the requirements of the Task Order, over the entire periods of performance.

(f) Discuss how to accommodate fluctuating workloads, minimize turnover, and

retain qualified personnel while demonstrating the capability to meet, sustain, and grow the personnel resources required to successfully perform the Task Order.

(g) Describe and demonstrate his approach to ensuring that the personnel obtained or hired and retained are qualified with the requisite knowledge, skills, and training to successfully execute the task areas set forth in the Performance Work Statement to include deploying contractor employees to potentially hazardous OCONUS war fighter location.

(h) Key personnel shall be identified. Resumes and signed and dated Letters of Commitments (LOC) are required for key personnel who at a minimum consist of Program Manager and on-site Project Manager.

(3) **Relevant Technical Expertise:** Relevant Technical Expertise shall be discussed for all team members/subcontractors proposed to support this task order.

(a) The offeror's relevant technical expertise will be evaluated to assess the offeror's understanding of the requirement, soundness of approach and executability of approach in relation to this PWS, to determine the level of risk and whether this offeror will be successful based on his expertise. Offeror's technical experience will be evaluated to ensure that experience has been with services of similar type, size and complexity to those contained in this requirement (to include subcontractor and/or teaming arrangement participants that are depicted to be key to the offeror satisfying all areas of the PWS). The offeror's expertise will be evaluated based on demonstrated ability to reduce rework.

(b) Provide a description of the project(s) in which relevant technical expertise was obtained performing Field Level Maintenance to TM 10/20 and Fully Mission Capable with Safety items, for equipment listed in the Append F to the PWS, Potential Equipment Type, the date(s) of performance for this experience, the size of the contract action, and what type of contract vehicle (Cost, Firm Fixed Price, etc.) was utilized. A table may be used to delineate technical experience and this table will be excluded from the page count limitation.

## **B. Cost Volume**

(1) Provide a cost response per the pricing schedule (CLIN Structure) shown in this TOR in Part 2, Supplies or Services and Prices/Costs. Price for Phase-In period should be pro-rated to match the offeror's approach to phase-in. Plug figures are shown and shall be used. Do not change the plug figures.

(2) Include a comparison between the labor categories/hourly rates proposed under this task order to your Price Matrix in the ID/IQ contract. The offeror shall list all labor categories proposed for each major Section of the PWS. Discuss rate determination methodology (e.g., methodology to build up hourly rate from Service Contract Act Wage Determination rate for non exempt positions and build up hourly rates for exempt positions using local salary/market indicators).

(3) The values for travel and ODC are annual values and will establish the “pools” for travel and materials from which actual charges will be drawn from. The offeror shall include the hours/labor cost proposed and include any additional personnel added by the contractor at their discretion.

**C. Subcontracting Volume**

Offerors shall subcontract to small businesses a minimum of 25 % of the total dollar value (including options periods) of this task order. Offerors shall submit a written individual plan that separately addresses subcontracting with small business concerns, as defined in FAR Part 19. The plan shall address the extent; complexity and variety of the work small businesses are to perform in support of this requirement.

**D. OCI Mitigation Plan Volume**

Offerors shall submit a mitigation plan, *if required*, to satisfy the requirements of FAR 9 and Sections H-13 and H-14 of offeror’s basic FIRST ID/IQ MATOC. The Mitigation Plan shall include a description of the actual or potential organizational conflict of interest, a description of the action that the offeror has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the TOCO in determining whether the Mitigation Plan is in fact acceptable or unacceptable (e.g., a “go” or a “no/go”).

**PART 8: EVALUATION CRITERIA AND BASIS FOR AWARD**

**A. EVALUATION CRITERIA:**

The Department of the Army is committed to apply Best Value with trade-offs as a means to select the overall best performer for timely delivery of quality services, while reducing the Government’s administrative costs associated with contractor oversight. The Government is evaluating factors in addition to cost under this TOR, and as such, may award a contract for more than the lowest priced proposal.

**B. EVALUATION FACTORS :** Responses will be evaluated on five factors with the Mitigation Plan if required as shown below:

- (1) Management Approach
- (2) Staffing Approach
- (3) Relevant Technical Expertise
- (4) Cost
- (5) Subcontracting
- (6) Mitigation Plan (if required of any offeror)

The Government intends to award a single order resulting from the TOR to the offeror whose response, conforming to the Performance Work Statement (PWS), will provide the overall “Best Value” to the Government, technical and cost factors considered. The Government may select for award, that response in which the total proposed cost is not necessarily the lowest, but whose overall proposal is deemed sufficiently more advantageous to the Government so as to justify the payment of a higher cost. Conversely, the Government may select for award the offeror whose total proposed cost is the lowest, when other proposals are not sufficiently more advantageous so as to justify the payment of a higher cost.

Evaluation factors of Management Approach, Staffing Approach, and Relevant Technical Expertise are equal in value. Management Approach, Staffing Approach and Relevant Technical Expertise, when combined, are substantially more important than cost, but importance of cost in the selection will increase as the technical differences between proposals decrease. Once the non-cost factors and cost factor have been evaluated the Subcontracting factor will be evaluated on a go/no-go basis. If a Mitigation Plan is required, it will be evaluated on a go/no-go basis. If an offeror fails to provide a plan or the both plans are not rated as a GO, the offeror is ineligible for award.

Adjectival Ratings: The Management Approach, Staffing Approach, and Relevant Technical Expertise factors will be assigned an adjectival rating based on the definitions shown in Table 1. The Cost, Subcontracting, and Mitigation Plan (if required) Factor will be evaluated as shown below in paragraphs F, G, and H.

#### **C. MANAGEMENT APPROACH FACTOR:**

Offeror’s Management Approach will be evaluated to assess the offeror’s understanding of the requirements as stated in the PWS to include all appendices. It will also assess the soundness and executability of the approach to manage and operate the Field Logistics Readiness Center (FLRC) and interface with the FLRD network of FLRCs. The evaluation will also determine the offeror’s ability to provide an effective management approach to include organizational structure and team structure. The ability to successfully execute the approach proposed will be evaluated to determine whether the team possesses the relevant management expertise in terms of nature, size, complexity and duration as required in the PWS. The proposed management roles, controls, and communications will be evaluated on likelihood of being successful, with minimal disruption to production and risk to the government. The response will be evaluated on the likelihood of success of the offeror’s approach and procedures for deploying contractor employees to potentially hazardous OCONUS war fighter locations. The management approach will be evaluated on feasibility of offeror’s plan to achieve first time acceptance rate and reduction of rework. Management plans that fail to provide required information will be considered unacceptable. The government intends to determine if the approach to tracking funding vs. assigned workload is feasible and will provide the necessary protection to the government to prevent cost overruns.

#### **D. STAFFING APPROACH FACTOR:**

The Government will evaluate the proposed staffing plan to assess the offeror's understanding of the requirement to provide personnel with the required knowledge, skills, and experience to fulfill the requirements of the PWS to include the ability/capability of the personnel to support the designated position; ability to designate personnel for assignment to the specific functional areas. The team structure will be evaluated on the feasibility of the structure and the likelihood that structure is to be successful with minimal risk. The staffing approach will also be evaluated to determine the offeror's ability to recruit and retain a workforce sufficient to satisfy the requirements stated in the PWS and reduce risk in failure to meet production. Offeror will be evaluated on likelihood that the identified staffing approach for key and management support personnel will meet the requirements of the PWS.

**E. RELEVANT TECHNICAL EXPERTISE FACTOR:**

The offeror's relevant technical expertise will be evaluated to assess the offeror's understanding of the requirement, soundness of approach and executability of approach in relation to this PWS, to determine the level of risk and whether this offeror will be successful based on his expertise. Offeror's technical experience will be evaluated to ensure that experience has been with services of similar type, size and complexity to those contained in this requirement (to include subcontractor and/or teaming arrangement participants that are depicted to be key to the offeror satisfying all areas of the PWS). The offeror's expertise will be evaluated based on demonstrated ability to reduce rework.

**F. COST FACTOR:** The cost / price team will evaluate offeror's cost / price proposal for *realism* and *reasonableness*; and if required, the cost / price team will develop an adjusted cost estimate for evaluation purposes based on the following:

1. Cost realism: The following procedures will be performed as a part of the realism analysis and any discrepancy found may determine the offeror's prices to be unrealistic or may cause an adjustment of its overall proposed cost / price to realistic levels.

(a) Comparison of all the offeror's proposed labor category rates to the applicable area wage determination rates.

(b) Comparing the proposed labor rates to the labor rates from the offeror's FIRST ID/IQ Price Matrix contract. Additionally, comparing proposed labor mix and staffing level to the proposed technical solution to determine whether the cost associated with the solution is incorporated in the cost proposal.

(c) Realism of the offeror's overall price will also be accomplished via a technical cross-walk of the offeror's proposed technical solution (and the resources required to implement that solution) with the cost / price team. Technical evaluators will assess the proposed staffing, in terms of labor mix and staffing levels, and will recommend any changes of those labor resources to the cost / price team which will be used as part of an adjusted cost / price analysis.

2. Cost reasonableness: Reasonableness will be determined by comparing the offeror's total cost proposed to the total costs proposed by the other offerors. Comparisons will focus on the costs of phase-in and all options combined. Additionally, total proposed prices may be compared to the Independent Government Estimate (IGE) to determine the reasonableness of price.

**G. SUBCONTRACTING FACTOR:** The Subcontracting Factor will be evaluated on a GO/NO-GO basis which will entail evaluating the offeror's individual plan to ensure that the offeror has demonstrated their commitment to subcontract 25% of the total dollars of the resultant task order to small businesses.

**H. MITIGATION PLAN FACTOR:** The Mitigation Plan, *if required* of any offeror will be evaluated on a GO/NO GO basis to ensure that each offeror, if required, has satisfied the requirements of FAR 9 and Sections H-13 and H-14 of offeror's basic FIRST ID/IQ MATOC, prior to the award of a task order.

## **H. BASIS FOR AWARD**

a. The Government will evaluate this requirement using a best value trade-off approach. The Government intends to award a single task order resulting from the TOR to the offeror whose response, conforming to the TOR and PWS will provide the overall "Best Value" to the Government. Responses will not be accepted that do not contain clear and concise evidence of the offeror's ability to provide work in accordance with TOR.

b. The Government will evaluate responses strictly in accordance with this TOR and will not assume that performance will include areas not specified in the offeror's proposal.

c. The Government reserves the right to reject a response upon initial submission and to not consider it for task order award if required data is absent or the data received conveys a misunderstanding of the requirement. An offeror may eliminate a deficiency in its response only through discussions; however, the Government intends to award the task order without discussions. Therefore, each initial response should contain the offeror's best terms from a cost and technical standpoint. If revised responses are requested, they will be evaluated against the same criteria as were the initial offers.

d. The Government intends to make a task order award to the offeror whose response represents the best overall value. The Contracting Officer will determine which proposal represents the best overall value on the basis of the factors described herein. Inherent in the concept of Best Value is the exercise of reasonable discretion and subjective determination by the Contracting Officer. While Management Approach, Staffing Approach and Relevant Technical Expertise, when combined, are substantially more important than cost, the importance of cost in the selection will increase as the technical differences between proposals decrease. Once the non-cost factors and cost factor have been evaluated, the Subcontracting factor will be evaluated on a go/no-go basis. If an offeror fails to provide a plan or the plan is not rated as a GO, the offeror is ineligible for award. In addition, if offerors are required to submit a Mitigation Plan based on its affirmative responsibility (see Section H 13 of ID/IQ basic contract) to identify and mitigate OCI concerns, the offeror's Mitigation Plan must be determined acceptable by the Contracting Officer to be considered for award. Likewise, once the non-cost factors and cost factor have been evaluated, the TOCO will evaluate the submitted Mitigation Plan on a GO/NO GO basis to determine if the Mitigation Plan in fact satisfies the requirements of FAR 9 and Sections H-13 and H-14 of the offeror's basic FIRST ID/IQ MATOC. If the TOCO determines that the offeror's Mitigation Plan is a "NO GO", the offeror will be ineligible for this task order award.

e. The Government may select for award, the offer in which the total proposed cost is not necessarily the lowest, but whose overall response is deemed sufficiently more advantageous to the Government so as to justify the payment of a higher cost. Conversely, the Government may select for award the offeror whose total proposed cost is the lowest, when other responses are not sufficiently more advantageous so as to justify the payment of a higher cost. Response analysis may ultimately conclude that the Best Value is not represented by the response with the lowest price.



<b>TABLE 1: ADJECTIVAL RATINGS</b>	
<b>FOR MANAGEMENT APPROACH, STAFFING APPROACH AND RELEVANT TECHNICAL EXPERTISE FACTORS</b>	
<b>ADJECTIVAL RATING</b>	<b>DEFINITION</b>
<b>Excellent</b>	Excellent understanding of requirements and proposes an approach that significantly exceeds minimum requirements in a very beneficial manner to the Government. Response contains several significant strengths and other strengths. Response contains no identified deficiencies, significant weaknesses, or weaknesses. Excellent probability of success with very low degree of risk.
<b>Good</b>	High quality in most respects and meets and in some instances exceeds minimum requirements in beneficial manner to the Government. Response contains some significant strengths and strengths. Response contains no deficiencies or significant weaknesses, and any identified weaknesses do not impact the probability of successful contract performance. Good probability of success with low degree of risk.
<b>Acceptable</b>	Acceptable quality and meets minimum PWS requirements necessary for satisfactory contract performance. Response may contain some strengths. Response contains no deficiencies or significant weaknesses, and any identified weaknesses do not impact the probability of meeting minimum requirements. Fair probability of success with low to moderate degree of risk.
<b>Marginal</b>	A response that satisfies most but not all of the Government's requirements and/or in some instances fails to provide sufficient detail to demonstrate the feasibility of a proposed approach. The response contains weaknesses (to possibly include significant weaknesses) and/or some deficiencies, but the overall approach is sufficiently sound that the weaknesses and/or deficiencies may be corrected without a major rewrite of the response. The degree of risk is moderate to high.  Note: A final rating of marginal is not eligible for award.
<b>Unacceptable</b>	Significantly fails to meet minimum PWS requirements necessary for acceptable performance. Where discussions are contemplated, the response contains weaknesses, significant weaknesses, and deficiencies that cannot be corrected without a major rewrite of the response. The degree of risk is high to very high.

<b>TABLE 2: ELEMENT ASSESSMENT RATINGS</b>	
<b>ASSESSMENT</b>	<b>DEFINITION</b>
Significant Strength	A significant strength appreciably enhances the merit of a response or appreciably increases the probability of successful contract performance.
Strength	Any aspect of a response that, when judged against a stated evaluation criterion enhances the merit of the response or increases the probability of successful performance of the contract.
Weakness	A flaw in a response that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a response to meet the Government requirement or a combination of significant weaknesses in a response that increases the risk of unsuccessful contract performance to an unacceptable level.

**PART 9: LIST OF ATTACHMENTS**

<b><u>Attachment No.</u></b>	<b><u>Description</u></b>
x	Performance Work Statement (PWS) with Appendices Appendix x: Contract Security Classification Specification Appendix x: Supply Appendix x: Safety Appendix x: Hazardous Materials Appendix x: Government-Furnished Equipment (GFE) Appendix x: Potential Equipment Type for Workload Appendix x: Facility Capability & Capacity Appendix x: Workload Data and Team Complement Appendix x: Mobile Team Travel Policy
x	Quality Assurance Surveillance Plan (QASP)
x	Performance Requirements Summary (PRS)
x	Service Contract Act Wage Determination(s) ( <a href="http://www.dol.gov">www.dol.gov</a> )
x	Site Visit Information
x	Questions and Answers

**ATTACHMENT 4**

**Performance Work Statement (PWS) Template**

For

**(ADD TITLE OF SERVICE)**

**(NOTE TO THE WRITER: YOU MUST TAILOR THE DOCUMENT FOR YOUR AGENCY BY INCLUDING YOUR UNIQUE REQUIREMENTS AND QUANTITIES FOR WORKLOAD ESTIMATES, IF NECESSARY. IF YOU REQUIRE SPECIFIC SURVEILLANCE TECHNIQUES YOU SHOULD ADD THEM TO THE APPROPRIATE SECTION.)**

**PART 1 (PWS Template)**

**GENERAL INFORMATION**

*The performance work statement defines the Government's requirements in terms of the objective and measurable outputs. It should provide the vendor with answers to five basic questions: what, when, where, how many, and how well. It is important to accurately answer these questions in order to allow the vendor the opportunity to accurately assess resources required and risks involved.*

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform \_\_\_\_\_ as defined in this Performance Work Statement except as Specified in section C-3 as government furnished property and services at \_\_\_\_\_. The contractor shall perform to the standards in this contract.

1.2 Background: *(Complete as appropriate)*

1.3 Objectives: *(Add a few bullets stating what the basic services objective is)*

1.4 Scope: *(Usually a paragraph. i.e. This work involves or The contractor shall provide services for (insert the type of services will be providing). Services include (insert what is included in the services to be provided). The contractor shall accomplish (complete if applicable).*

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

Base Year

Option Year I

Option Year II

The Government reserves the right to extend the term of this contract at the prices set forth in Section B in accordance with the terms and conditions contained in clause 52.217-9 entitled, "Option to Extend the Term of the Contract".

## 1.6 General Information

1.6.1 Quality Control: *(If necessary)* The contractor shall develop and maintain an effective quality control program 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. As a minimum, the contractor shall develop quality control procedures that address the areas identified in Technical Exhibit 1, "Performance Requirements Summary". After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system. *(Add when the QC Plan is to be delivered)*

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

**1.6.3 Government Remedies:** The contracting officer shall follow FAR 52.212-4, "Contract Terms and Conditions-Commercial Items" or 52.246-4, "Inspection of Services-Fixed Price" for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

**1.6.4 Recognized Holidays:** *(State if the contractor is or is not required to perform services on these days Holidays)*

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

**1.6.5 Hours of Operation/Place of Performance:** The contractor is responsible for conducting \_\_\_\_\_ between the hours of (insert appropriate hours for your organization here) 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. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this statement of work 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 work force are essential. *(Or whatever hours your requirement calls for AND add where the place of performance is, if necessary)*

**1.6.6 Type of Contract:** The government anticipates award of a \_\_\_\_\_.

**1.6.7 Security Requirements:** *(Indicate the level of security required, if necessary. If a DD254 is required the unit security monitor should initiate a DD 254 that will become an attachment to this PWS).*

1.6.7.1 PHYSICAL Security. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

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

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

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

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

1.6.7.4 Conservation of Utilities. 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.

**1.6.8 Special Qualifications:** *(Insert any special certification requirements for employees if deemed appropriate i.e. The contractor is responsible for ensuring all employees possess all required licenses for operating equipment used in the execution of this contract).*

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR 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 Contracting Officer Representative (COR): The (COR) is identified below:

*(Insert the name and address, phone number, fax and e-mail address of the COR)*

The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; 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 Contract Manager: The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

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



## **PART 2 (PWS Template)**

### DEFINITIONS & ACRONYMS

*(This section includes all special terms and phrases used in the PWS. The definition must clearly establish what is meant. Each definition provided should be carefully considered, for that definition becomes binding for all requirements in the contract. This section should also contain a complete listing of all acronyms used, giving both the acronyms and the words represented by the acronym).*

PWS – Performance Work Statement

Contracting Officer’s Representative (COR): A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor

CCE– Contracting Center of Excellence

Defective Service. A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Assurance. Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.

***IF YOU ARE DOING A TIME AND MATERIALS OR LABOR HOURS CONTRACT THE BELOW DEFINITION MUST BE INCLUDED AND TAILORED TO YOUR ACQUISITION IF NECESSARY:***

**Best Effort:** That effort expended by the contractor to perform within the awarded ceiling price all work specified in this task order (TO) and all other obligations under this TO and the basic contract. This effort includes providing required qualified personnel, properly supervised, and following industry accepted methodologies and other practices. The effort is further characterized by operating at all times with the Government's best interest in mind, using efficient and effective methods, and demonstrating sound cost control. The effort must be identical to the effort that would be expended if this were a firm-fixed price TO and the contractor's profits were dependent upon reducing costs while meeting the Government's requirements in terms and quality and schedule. Failure to provide this required effort may result in the withholding of payment for hours expended that do not qualify as best effort or a reduction in the rate per hour to reflect decreased value of services received.

## **PART 3 (PWS Template)**

### **GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

*(If the Government is to provide any property, services, or information to the contractor, this section is used to describe what will be provided. If the list or lists are fairly extensive, they should be made into a technical exhibit or attachment. COMPLETE AS APPROPRIATE).*

**3.1 GENERAL:** The government shall provide, the facilities, equipment, materials, and/or services listed below.

**3.2 Equipment:** The Government will provide :

**3.3 Services:**

**3.3.1 Utilities.** All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

**3.4 Facilities:** The Government will furnish the necessary workspace for the contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment.

## **PART 4 (PWS Template)**

### **CONTRACTOR FURNISHED ITEMS AND SERVICES**

*(In this section, describe property or services that the contractor shall provide. Complete as appropriate).*

4.1 General: Except for those items specifically stated to be government furnished in Part 3, the contractor shall furnish everything required to perform this PWS.

*(If applicable state if the contractor needs any kind of facility clearance)*

4.2 Secret Facility Clearance: The Contractor shall possess or be eligible to receive and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. \_\_\_\_\_

## **PART 5 (PWS Template)**

### **SPECIFIC TASKS**

*(Specific tasks are the heart of the Statement of work). This section defines how the contracting effort fits within the existing or intended customer environment both technically and organizationally. Examples of items to include here are a detailed description of the services required and other pertinent information.*

**5.1 BASIC SERVICES.** The contractor shall provide services for (insert the services to be provided by the contractor).

## **PART 6 (PWS Template)**

### APPLICABLE PUBLICATIONS

6.1 Publications applicable to this PWS are listed below. The publications must be coded as mandatory or advisory, the date of the publication, and what chapters or pages are applicable to the requirement. All publications listed are available via the Internet at the specified e-mail address.

**TECHNICAL EXHIBIT 1 (PWS Template)**

**Performance Requirements Summary**

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

**PERFORMANCE REQUIREMENT SUMMARY (PRS) – VEHICLE OPERATIONS**

<b>Specification Item</b>	<b>Performance Objective</b>	<b>Performance Standard (Minimum Acceptable Standard) (MAS)</b>	<b>Method of Surveillance</b>	<b>Deduction from Contract Price for Not Meeting the MAS</b>	<b>Sample Size</b>	<b>Frequency</b>
Operate Taxi	Customer must be picked up within 4 minutes of the agreed upon time.	95%	XXXXXX X	19.2%	XXXX XX	XXXXXXX

Types of Surveillance to select from:

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

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

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

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

Validated Customer Complaint: Complaints must be validated.

**NOTE: You may also use any surveillance method used in the commercial market to surveil the required service. (This will be discovered when market research is conducted).**



**TECHNICAL EXHIBIT 2 (PWS Template)**

**DELIVERABLES SCHEDULE**

*(A deliverable is anything that can be physically delivered but may include non-physical things such as meetings).*

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
<b>(Indicate PWS paragraph number)</b>	<b>(by the 5<sup>th</sup> of every month or within 30 days of contract award)</b>		<b>(May be paper or CD in MS Word)</b>	

**TECHNICAL EXHIBIT 3 (PWS Template)**

**ESTIMATED WORKLOAD DATA**

*(Sample for the PWS Part 5 above)*

<b><i>ITEM</i></b>	<b>NAME</b>	<b>ESTIMATED QUANTITY</b>	
<b>1</b>		_____	
<b>2</b>		_____	
<b>3</b>		_____	
<b>4</b>		_____	
<b>5</b>		_____	

(NOTE: ADD OTHER WORKLOAD DATA AS CONSIDERED APPROPRIATE.)

**ATTACHMENT 5**

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

**FOR**

**Commercial Services Contract:** \_\_\_\_\_

**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 contract 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 contract.

**3. ROLES AND RESPONSIBILITIES.**

**Contracting Officer (KO)** - A person duly appointed with the authority to enter into, administer and terminate contracts on behalf of the Government. The KO is the only person who can legally commit the Government and only the KO, 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. KO decisions arising under or relating to the contact are final.

**Contracting Officer’s Representative (COR)** – An individual designated in writing by the KO 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 contract, or in any way obligate payment of funds by the Government.

**4. METHOD OF SURVEILLANCE.** Simplified methods of surveillance will be used by the Government to evaluate contractor performance. The primary methods of surveillance are periodic assessments of service and customer feedback.

**Periodic Assessment of Services** – For services that occur over a number of months, the COR will evaluate Contractor performance on a quarterly basis and upon completion of services. Generally, the Government will rely on the Contractor’s Quality Control system to ensure that services conform to contract quality requirements before they are tendered to the Government for acceptance.

**Customer Feedback** – Customer feedback is typically obtained via telephone or email. Telephonic customer complaints must be followed up in writing/email. To be considered valid, the customer complaint must clearly articulate the nature of the complaint, time, date, etc. The COR will investigate the complaint; if determined valid, the COR will advise the KO and the Contractor of the deficiency. Copies of valid complaints and the resolution must be retained in the official contract file.

## **5. SURVEILLANCE PROCEDURES.**

a. The COR/QAE will evaluate the Contractor’s performance quarterly against Performance Standards established in the contract/order. Evaluations will be to the extent practical to assure the contractor provides quality services IAW the requirements of the contract. Evaluations could be evaluation/validation of contractor supplied performance data, as well as analysis of Customer feedback, for performance trends and to ensure valid customer concerns are resolved timely.

b. If at any time the COR/QAE receives indicators (e.g., valid customer complaints or notes Performance Standards are not being met) that the Contractor’s performance is less than acceptable, the COR/QAE will investigate to determine if this is a onetime issue that has been promptly corrected, or if the discrepancy is systemic in nature. If the issue is determined to be an isolated occurrence, the COR will continue with Quarterly Evaluations. If the issue is recurring and systemic in nature, the COR/QAE will perform more frequent evaluations.

c. The COR/QAE will notify the Contractor each time an unacceptable observation has been recorded and ask the Contractor to correct the problem. The COR will record the contract 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 contract. Deficiencies that cannot be corrected within two working days will be reported to the Contracting Officer.

d. The COR/QAE will re-examine services that were found deficient. Failure to complete corrective actions will be reported immediately to the KO for further action.

e. Upon satisfactory completion of the work, the COR/QAE will accept the services provided and authorize payment, by approving the Contractor’s invoice in Wide Area Workflow.

## **6. SURVEILLANCE STANDARD.**

The Performance Standard set forth in the PWS is the standard the Contractor must meet for services to be deemed acceptable. Generally, under commercial services contracts, the Government is relying on the Contractor’s assurances that the services conform to contract requirements. Consistent with FAR 52.212-4, Contract Terms and Conditions, (a) Inspection and Acceptance, the Contractor shall only tender for acceptance those services that conform to the requirements of the contract/order. The Government may require re-performance of nonconforming services at no increase in contract price. The Government

reserves the right to refuse acceptance of nonconforming services. In no case shall the Government's right to inspect services under the inspection provisions of the contract be prejudiced.

7. **QUALITY ASSURANCE SURVEILLANCE FILE.** The COR/QAE file should 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 contract 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 contract; g) Names, position titles and contact information of all key personnel assigned to this contract both Government and Contractor; h) Surveillance schedules; i) Surveillance Checklists; j) Records of all inspections performed and the results; k) Customer Feedback; l) Memoranda for record of minutes of any meeting, telephone conversations and discussions with the contractor or others pertaining to the contract or contract performance; m) Documentation pertaining to acceptance of services, reports or data.

8. **RECORDS:** All records will be retained for the life of this contract. 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 KO for approval.

**ATTACHMENT 6  
TASK ORDER REQUEST (CHECKLIST ONE)**

<b>TAB</b>	<b>DOCUMENT</b>	<b>INCLUDED</b>	<b>N/A</b>
<b>A</b>	Draft TOR with attachments/enclosure		
<b>B</b>	Acquisition Plan, if applicable		
<b>C</b>	Acquisition Strategy or Combined Acquisition Plan/Strategy, if applicable		
<b>D</b>	PWS/SOW/SOO with attachments/enclosures		
<b>E</b>	Source Selection Plan (SSP), if applicable		
<b>F</b>	Source Selection Authority (SSA) appointment, if applicable		
<b>G</b>	Award Fee Plan, if applicable		
<b>H</b>	Applicable Determination and Findings (D&Fs)		
<b>U</b>	Quality Assurance Surveillance Plan (QASP), if applicable		
<b>I</b>	COR appointment with training certificates meeting Army standards, if applicable		
<b>J</b>	Approved D&Fs, Certifications and J&As		
<b>K</b>	Approved Acquisition Plan/Strategy, if applicable		
<b>L</b>	Independent Government Cost Estimate (IGCE)		
<b>M</b>	Director submission memorandum recommending review and approval		
<b>N</b>	Local legal sufficiency review		

**ATTACHMENT 7  
TASK ORDER DECISION DOCUMENT REQUEST (CHECKLIST TWO)**

TAB	DOCUMENT	INCLUDED	N/A
<b>A</b>	Draft TODD		
<b>B</b>	Supporting pre-negotiation objective information, if not included in TODD		
<b>C</b>	Supporting price-negotiation objective information, if awarding without discussions		
<b>D</b>	Request for TOR and all amendments thereto, with attachments		
<b>E</b>	PWS/SOW/SOO with attachments/enclosures		
<b>F</b>	Source Selection Plan (SSP), if applicable		
<b>G</b>	Contracting Officer Determination and Source Selection Decision		
<b>H</b>	Award Fee Plan, if applicable		
<b>I</b>	EPLS and CCR documentation		
<b>J</b>	For Multiple Award Task Order Contracts (MATOCs) or other ID/IQ contracts: Refer to ordering instructions and submit additional documentation specified		
<b>J</b>	Previously approved documents		

<b>K</b>	Director submission memorandum recommending review and approval		
<b>L</b>	Local legal sufficiency review		