

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 36
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 21-Jul-2011	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		<input checked="" type="checkbox"/> X	9A. AMENDMENT OF SOLICITATION NO. W9113M-11-R-0003	
		<input checked="" type="checkbox"/> X	9B. DATED (SEE ITEM 11) 30-Jun-2011	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> X is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to incorporate industry questions and Government answers (Q&As) and related changes to final solicitation W9113M-03-R-0003. See attached continuation pages.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 21-Jul-2011	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

DESCRIPTION OF AMENDMENT

1. The purpose of this amendment is to make the changes summarized below to final solicitation W9113M-11-R-0003. Fully revised solicitation sections, provisions and/or attachments reflecting these changes are provided in the remainder of this amendment. For offeror convenience, changed portions of the solicitation are highlighted with yellow coloring.

a. Section C2, Gov't Labor Categories and Minimum Personnel Requirements – The Engineer/Scientist and Analyst Level VI years experience columns of the minimum qualifications table under paragraph C2.b are changed from “11-15” to “13-15”.

b. Section F3, Period of Performance – This section is changed to clarify the performance period requirements for task orders issued under the base ordering period and for task orders issued under the optional ordering period.

c. Section H1, Task Order Procedures – Paragraphs H1.m and H1.m.(2) are changed to replace references to “bi-monthly” billings/payments to “bi-weekly” billing /payments.

d. Section I, Contract Clauses – Full text clause 52.232-16 Alt II is deleted and replaced with full text clause 52.232.16 Alt I.

e. Section J, List of Documents, Exhibits, and Other Attachments – Attachment 12 is added to incorporate industry questions and the Government's answers related to this final solicitation.

f. Section L1, Submissions of Proposal – This section is changed to reflect updates to the proposal submission date, delivery address, and contact phone numbers.

g. Section L2, Proposal Preparation Instructions –

(1) Paragraph L2.b.(1), second sentence, is changed to replace “...shall be in potrait landscape...” with “...shall be in portrait or landscape...”. The third sentence is changed to allow cost/price data to be submitted on either 8.5” x 14” or 11” x 17” foldouts. The fourth sentence is changed to replace “...8 pitch...” to “...8 point...”.

(2) Paragraph L2.b.(3)(b) is changed to clarify Microsoft Office, Microsoft Word, and Adobe Acrobat compatibility requirements.

(3) Paragraph L2.c., summary table of proposal volume content and page limitations, is changed to reflect an increase to the page limitation for Section 1 of the Technical/Management Volume (Volume III).

(4) Paragraph L2.d.(1)(b), third sentence, is changed to delete the requirement to discuss Small Business Administration approval of the joint venture.

(5) Paragraph L2.d.(2)(c) changed to clarify that Part 3 of the sample task order proposals include only two subparts.

(6) Paragraph L2.d.(3)(a) is changed to reflect a page limit of 30 pages.

(7) Paragraph L2.d.(3)(c)(iii) is changed to delete the requirement for offerors to identify the percentage of SETAC support personnel to be located at each facility.

(8) Paragraph L2.d.(4)(f) is changed to clarify that consent letters are required only from major subcontractors/team members and/or joint venture partners.

(9) Paragraph L2.d.(5)(a)(vii) is changed to clarify the overall contract performance period upon which cost proposals shall be based and to delete references to general task order period of performance requirements, which are appropriately delineated in Section F3 and not pertinent to the cost proposal.

(10) Paragraph L2.d.(5)(b)(ii) is changed to clarify that the Executive Summary is required from the prime offeror only and that all other information specified in Section 2, unless otherwise noted, is required from the prime offeror and all subcontractors/team members.

h. Attachments 05, 06, and 07, Sample TORPs – Part 3 of the Proposal Instructions section of Sample TORPs 1, 2 and 3 is changed to replace "...key personnel experience..." with "...personnel qualifications...".

i. Attachment 07, Sample TORP 3 – Performance Work Statement (PWS) section 2.4.1 is changed to replace "...foreign nationals..." with "...foreign nations...".

j. Attachment 09, Past Performance Questionnaire – The cover letter to the questionnaire has been changed to replace the option of submitting completed questionnaires by "either facsimile or e-mail" to "either hardcopy mail or e-mail". Contact phone numbers have also been updated.

k. Attachment 10, Cost/Price Proposal Worksheet – The changes described below shall be considered effective for the Cost/Price Proposal Worksheet. These changes do not impact any formulas or pertinent calculations within the worksheet. Due to the magnitude of Attachment 10, and the assumption that offerors have begun inputting their cost data, a revised worksheet will not be provided. Offerors' submission of the completed worksheet will be considered to incorporate the revisions stated in this amendment.

(1) Intro Tab – Change solicitation number in header from "W9113M-10-R-0001" to "W9113M-11-R-0003".

(2) Index-Info Tab – Delete the following categories and definitions in their entirety from the Definitions and Additional Information section: Prime Offeror, Major Subcontractor, Minor Subcontractor, Joint Venture, Formal Joint Venture, and Informal Joint Venture. Add the following to the end of the Definitions and Additional Information section:

“Period of Performance – For proposal preparation purposes, the SETAC 10 period of performance is 19 December 2011 through 18 December 2016.”

All references to a 5 December 2011 assumed start date and/or an annual 5 December through 4 December performance period shall be disregarded.

(3) Indirect rate ceilings are required only from the prime offeror and major subcontractors/team members. Any references within the Cost/Price Proposal Worksheet to such ceiling being required from non-major subcontractors/team members shall be disregarded.

2. All other terms and conditions of solicitation W9113M-11-R-0003 remain unchanged.

3. As a result of this amendment, the date set for receipt of proposals is extended to not later than 2:00 p.m. (Central Time), 15 August 2011.

SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time has changed from 08-Aug-2011 02:00 PM to 15-Aug-2011 02:00 PM.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

C2 GOVT LABOR CATEGORIES
AND MINIMUM PERSONNEL REQUIREMENTS

a. LABOR CATEGORIES:

The contractor shall utilize the Government labor categories (GLCs) identified and defined below in the performance of all task orders issued under this contract. However, given the potential for changes in the SETAC mission requirements, the Government reserves the right to add and/or delete GLCs over the life of the contract.

Program Manager: Responsible for leading the overall SETAC program for the contractor, ensuring timely and high quality services are provided and all terms and conditions of this contractor are met. Responsible for organizing and managing task workloads within established budget and schedule guidelines. Provides management of the overall activities and staff of the SETAC program. At a minimum, establishes budgets, forecasts, manpower, equipment and supply needs for the overall SETAC program. Responsible for overall performance within budgetary and schedule guidelines. The Program Manager shall be the contractor's primary point of contact in all SETAC program-level dealings with the Government. The Program Manager shall be an employee of the prime contractor or, in the case of a joint venture, an employee of the managing joint venture participant.

Task Manager: Responsible for providing day-to-day management of individual task orders, monitoring and supervising both prime contractor employees and subcontractor performance. Implements appropriate quality assurance procedures to ensure that all task order requirements are delivered in accordance with applicable technical parameters and within budgetary and schedule constraints. Coordinates and interfaces with cognizant Contracting Officer's Representatives (CORs) and/or Contracting Officer's Technical Representatives (COTRs) regarding all technical matters.

Consultant: A highly skilled, experienced and extremely knowledgeable individual (utilized for short-term efforts and/or on an intermittent, part-time basis) who has meticulous, comprehensive knowledge of a specific air, space, missile, or defense technology, technical, or operational area which include, but are not limited to, propulsion, optics, radar, directed energy, or communications. Not an officer or employee of a contractor/subcontractor. Generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, or evaluations.

Engineer/Scientist: Provides expert engineering and/or scientific solutions for highly complex technical/scientific matters to include providing technical support to field engineers, technicians, technical support representatives and customers who are diagnosing, troubleshooting, repairing and debugging complex problems. May perform duties and responsibilities focused on increasing the quality and reliability of processes, products, or services provided by the supported customer. May design and conduct tests and analyze results of tests or outputs intended for Customer. Mathematical and statistical methods may be used. Will make recommendations based on findings. May perform work in which the principles, theories and general body of knowledge of electrical, mechanical, or other engineering discipline is required. Contributes subject matter expertise and advice to the customer at a level that is typically attained via a related technical education.

Analyst: Provides expert analytical and/or scientific solutions for highly complex technical/scientific matters. May analyze program activities, such as acquisition or program planning, program “should cost” analyses, financial management, cost analysis, and other tasks related to Government programs, weapon systems, or similar complex programs. May analyze and format information developed and used to evaluate a Government program/weapon system/ similar complex program. May develop, plan, coordinate and integrate systems-related requirements to support operational needs. May develop, gather, and organize program-related information. Contributes subject matter expertise and advice to the customer at a level that is typically attained via a related technical education.

Programmer/Systems Analyst: Provides expert system support, including work involved in one or more of the phases of developing software or tools used in modeling and simulation capabilities. May develop applications or work with operating system software during modeling and simulation processes. May develop plans for systems from project inception to conclusion. May be responsible for the evaluation, acquisition, installation and support of local area networks and/or wide area networks. May conduct studies, technical assessments, system analyses, and architectural-level analyses to determine system performance and effectiveness. May formulate and use mathematical models or representations to conduct systems analysis. Contributes subject matter expertise and advice to the customer at a level that is typically attained via a related technical education.

Senior Principal Investigator: Demonstrated expert capabilities as a researcher, analyst or coordinator on a major military program, weapon system, or similar complex program. Duties may be logistics, research, analyst, or other value-added duty that requires independent judgment and knowledge of military programs, weapon systems, or similar complex program. Works independently with little or no supervisory oversight necessary. May conduct studies, technical assessments, analyses, and evaluations to determine recommended “path-ahead” for the customer. May utilize models or other representative simulations to conduct systems analysis. Contributes subject matter expertise and advice to the customer at a level that is typically attained via a related technical education.

Senior Management/Technical Staff: Provides technical/project management of assigned projects or major phases of significant projects or programs by coordinating the efforts of assigned technical staff. Organizes projects and task workloads within budget and schedule guidelines. Typically has extensive knowledge and experience within assigned technical discipline. May provide management of the activities and staff of a research or technical business unit. Responsible for overall unit performance within budgetary and schedule guidelines. May identify and recommend objectives and scope of technical projects. Communicates goals, scope, approach and schedule to assigned personnel. Establishes budgets, forecasts, manpower, equipment and supply needs for assigned area of responsibility. Typically has management experience in addition to related degree and extensive knowledge and experience within assigned technical discipline/area of responsibility. Contributes subject matter expertise and advice to the customer at a level that is typically attained via a related technical education.

Technician: Provides technical support to engineers/scientists working in such areas as research, design, development, testing or manufacturing process improvement. May work from schematics, diagrams, written and verbal descriptions or defined plans to perform testing and troubleshooting functions on electronic or mechanical components, equipment or systems. May conduct engineering tests and detailed experimental testing to collect data or assist in research work. Specific functions are:

Technician (Level I) – Provides direct support to more senior technicians in their key areas of expertise such as research, design, development, testing, manufacturing process improvements, or other fields.

Technician (Level II) – Provides skilled expertise in a key area needed to support task areas such as research, design, development, testing, manufacturing process improvement, or other fields of tasking.

Technician (Level III) – Provides highly skilled expertise in a key area needed to support task areas such as research, design, development, testing, manufacturing process improvement, or other fields of tasking.

Technician (Level IV) – Must have demonstrated detailed specialized technical expertise in the area needed to support the task.

Illustrator/Graphics/Tech Writer: Prepares graphic illustrations and/or technical narratives to demonstrate and/or document activities required during performance of task order requirements. Completes assignments from concept phase through production for specific graphic and/or technical writing projects. Coordinates the graphic illustrations and/or technical documents for review and approval.

b. MINIMUM PERSONNEL REQUIREMENTS:

All personnel utilized in performance of this contract and any task order issued thereunder, unless otherwise approved by the Contracting Officer, shall meet the following minimum educational and experience requirements. Requests for deviation to these requirements during the course of contract performance will be considered on a case-by-case basis.

Program Manager: Masters Degree and at least 10 years experience managing large, technically-diverse programs in support of Army or other DoD efforts similar in scope, magnitude, and complexity of SETAC, OR Bachelors Degree and at least 15 years experience managing such efforts.

Task Manager: Bachelors Degree in a technical or other related field and at least 7 years experience directly managing individual contract/task order efforts in support of one or more of the SETAC functional area requirements or other similar technical efforts.

Consultant: Masters degree in a technical or other related field and at least 20 years experience directly related to the subject matter of the effort being performed. Experience may have been gained through Government or private industry employment, or a combination of both.

Other Categories: The minimum qualifications applicable to all other categories (except Program Manager, Task Manager, and Consultant) are set forth in the following table. Specific requirements are delineated by levels within the categories. As the levels increase, the requisite responsibilities and corresponding minimum qualifications increase in magnitude. For example, Level I may begin upon completing a Bachelor's Degree in an associated field, whereas Level VIII would anticipate a highly-experienced senior executive/leader/expert who possesses requisite education/training (usually including advanced educational degrees and/or advanced qualifying experience) and is employed to study and resolve highly-complex technical problems.

SETAC Government Labor Categories							
Degree Required	Bachelors, Masters, or Doctorate (See Notes 1 and 2)				Masters or Doctorate (See Notes 3 and 4)	High School (See Note 5)	
Job Title	Engineer/Scientist	Analyst	Programmer/System Analyst	Senior Principal Investigator	Senior Management/Technical Staff	Technician	Illustrator/Graphics/ Tech Writer
Level	Years Experience	Years Experience	Years Experience	Years Experience	Years Experience	Years Experience	Years Experience
I	0 - 2	0 - 2	0 - 3	15 - 19	10 - 11	0 - 5	0 - 5
II	3 - 4	3 - 4	4 - 7	20 - 24	12 - 14	6 - 9	6 - 9
III	5 - 6	5 - 6	8 - 12	25+	15 - 19	10 - 14	10 - 14
IV	7 - 9	7 - 9	12+	N/A	20 - 24	15+	15+
V	10 - 12	10 - 12	N/A	N/A	25+	N/A	N/A
VI	13 - 15	13 - 15	N/A	N/A	N/A	N/A	N/A
VII	16 - 25	16 - 25	N/A	N/A	N/A	N/A	N/A
VIII	25+	25+	N/A	N/A	N/A	N/A	N/A

NOTE 1: Minimum education and experience requirements are based on a Bachelors degree from an accredited institution in engineering, science, or other field relevant to the support for which the individual is performing. A Master's degree may be substituted for two (2) years experience.

NOTE 2: For Analyst (Levels I - IV) and Programmer/Systems Analyst (Levels I and II), three (3) additional years experience may be substituted for a Bachelors degree.

NOTE 3: Minimum education and experience requirements are based on a Masters degree from an accredited institution in engineering, science, or other field relevant to the support for which the individual is performing. A Doctorate degree may be substituted for four (4) years experience.

NOTE 4: For Senior Management/Technical Staff Levels I - III, a Bachelors degree with four (4) additional years experience may be substituted for a Masters degree.

NOTE 5: Formal training relevant to the support for which the individual is performing may be substituted for years experience on a case-by-case basis, subject to Contracting Officer approval.

c. The contractor shall map its internal labor categories to the GLC that best defines the applicable duties, responsibilities, education and experience of the position.

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:
F3 PERIOD OF PERFORMANCE

a. This contract will consist of a base ordering period of two (2) years and an optional ordering period of 3 years. Pursuant to FAR 16.505(c) and 10 U.S.C. 2304b, the total ordering period of this contract, inclusive of all options, shall not exceed five years. The period of performance for individual tasks shall be specified in each awarded task order. Task orders will typically be awarded with a performance period not to exceed 12 months, but may contain options for additional periods of performance for continued support as well as “surge” options to provide additional support within a given period. Specific performance periods, exercise periods, and other terms and conditions associated with such options shall be specified in each individually awarded task order.

b. The total performance period of any task order issued under the base ordering period, inclusive of all task order options, shall not extend past 12 months beyond the end of the base ordering period (i.e., shall not exceed 36 months from the date of basic contract award).

c. The total performance period of any task order issued under the optional ordering period, inclusive of all task order options, shall not extend past the end date of the optional ordering period (i.e., shall not exceed 60 months from the date of basic contract award).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H1 TASK ORDER PROCEDURES

a. General: The contractor shall expend resources under this contract only in the performance of properly executed task orders and modifications to task orders issued by the Contracting Officer in accordance with these procedures. No other expenditures are authorized without the express written consent of the Contracting Officer.

b. Task Order Execution: All task orders will be issued in writing by the Contracting Officer. The contractor's signature on the task order must be provided prior to execution by the Contracting Officer. Task orders will be issued via DD Form 1155, Order for Supplies or Services, bearing the number and format specified by the Government. Modifications to task orders will be issued and numbered on Standard Form 30, Amendment of Solicitation/Modification. The Government reserves the right to issue task orders on a properly approved undefinitized basis or on a unilateral basis as appropriate. Any undefinitized order shall be promptly definitized in accordance with DFARS 252.217-7027.

c. Task Order Content: At a minimum, each task order shall identify the following information:

- (1) Contract type (i.e., FFP, CPFF Completion or CPFF LOE)
- (2) Task order quantities and pricing;
- (3) Period of performance/delivery schedule;
- (4) Place of performance;
- (5) Description of the technical effort to be performed to include (a) performance requirements and/or deliverable end items, as applicable, (b) security requirements, (c) Government Furnished Property, if applicable, (d) travel requirements, (e) deliverable data and reports, and (f) performance standards and measurement criteria; and
- (6) Administrative information, including: (a) date of order; (b) contract number and order number; (c) packaging, packing, and shipping instructions; (d) accounting and appropriation data; and (e) method of payment and payment office, if not specified in the contract.

d. Fair Opportunity: Each awardee under this multiple-award program shall receive a minimum obligation of \$150,000, to be satisfied by the issuance of one or more task order(s) to each awardee at time of basic contract award, and will be provided a fair opportunity to be considered for all subsequent task order requirements exceeding \$150,000, unless one of the following statutory exceptions at FAR 16.505(b)(2)(i)(A) through (C) applies or a statute, such as those contemplated by FAR 6.302-5, expressly authorizes or requires that the purchase be made from a specified source:

(1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays (FAR 16.505(b)(2)(i)(A)).

(2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized (FAR 16.505(b)(2)(i)(B)).

(3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order (FAR 16.505(b)(2)(i)(C)).

e. Task Order Solicitation: All task order requirements will be solicited via a Task Order Requirements Package (TORP) and shall include the information specified in c(1) through c(5) above. TORPs shall also include applicable proposal preparation instructions and evaluation criteria.

(1) For competitive TORPs, prime contractors will normally be provided seven (7) calendar days to submit a proposal; however, this response time may be increased or decreased on a case-by-case basis at the discretion of the Government based on the urgency and/or complexity of individual TORP requirements.

(2) Prime contractors will be required to advise the Government, via e-mail, of their intent to submit or not submit a proposal and, if their intent is to not submit a proposal, whether a proposal would be submitted if a 30-day proposal response time were provided. If less than two prime contractors intend to submit a proposal based on a response time less than 30 days, and one or more prime contractors indicate that a proposal would be submitted if a 30-day response time was permitted, the TORP will be re-issued with a 30-day proposal submission requirement. If only one prime contractor specifies the intent to submit a proposal based on the original (i.e., less than 30 day) response time, and no other prime contractor indicates that a 30-day response time would result in a proposal submission, the TORP will continue to be processed with the originally issued proposal submission requirement.

(3) Any proposal received after the original or re-issued (if applicable) TORP specified date and time set for receipt of proposals will not be considered for award.

f. Task Order Proposals: Proposals submitted in response to issued TORPs shall be based on the contractor's most efficient and effective approach for accomplishing the task's performance requirements in consideration of any other requirements and/or constraints identified by the TORP. The development of cost estimates and/or prices for all task order proposals shall adhere to the following requirements:

(1) Estimated labor costs and proposed fixed fee for all CPFF TORPs shall be based on the labor categories and estimated CPFF rates per category set forth in the applicable Labor Category Rate Tables located at Attachment 01 of this contract. The delineation of proposed labor costs shall separately reflect the fully-burdened labor costs (inclusive of all estimated direct and indirect labor), fixed fee, and total CPFF for each labor category. This delineation shall further be segregated by prime contractor, each major subcontractor, and composite non-major subcontractor labor costs (inclusive of prime offeror pass-through costs) and fee. In no event shall proposed labor rates for CPFF TORPs deviate from the estimated cost, fixed fee, or total estimated CPFF rates set forth in the Labor Category Rate Tables at Attachment 01, except as set forth below:

(a) For CPFF TORPs requiring support of contingency operations/exercises in areas outside of the continental United States (OCONUS), referred to as the theater of operations, proposed estimated labor cost rates may be increased to incorporate allowances specified by the U.S. Department of State Standardized Regulations (DSSR). The amount and applicability of these allowances (e.g., danger pay and post differentials) shall be

governed by, and shall not exceed the limitations of, the current DSSR at the time of task order award. See provision H-22, "OCONUS DEPLOYMENT" for additional information. For all such rates proposed, the contractor shall fully delineate the proper application of these allowances to the existing rates set forth in the Labor Category Rate Tables. All such rates shall be proposed, evaluated and negotiated on a task order-by-task order basis.

(b) For CPFF TORPs requiring primary performance in "high-cost areas" other than the Alaska, Hawaii, and the National Capitol Region (i.e., employees will be permanently stationed in the high-cost area), the proposed rates may deviate from the estimated labor cost rates in the Labor Category Rate Tables to levels commensurate with prevailing labor costs in the area of performance. However, the contractor shall fully substantiate the development of the proposed rates to include the delineation of and basis for proposed direct and indirect labor, and fixed fee for all prime contractor, major subcontractor, and composite non-major subcontractor rates. All such rates shall be proposed, evaluated and negotiated on a task order-by-task order basis.

Prime contractors shall apply the applicable cost and fixed fee rates established in the Labor Category Rate Tables, subject to the deviations allowed by H1.f.(1)(a) and (b) above, to their proposed resource mix (i.e., allocation of DPPH among proposed labor categories) to establish total proposed labor costs and fixed fee under CPFF task orders.

(2) In responding to Firm Fixed Price TORPs, the contractor may propose labor rates in accordance with the Labor Category Rate Tables at Attachment 01 or may propose rates that deviate from the rate tables. However, the contractor shall fully substantiate the development of deviated rates to include the delineation of and basis for proposed direct and indirect labor, and profit, for all prime contractor, major subcontractor, and non-major subcontractor rates. Proposed deviations may include, but are not limited to, allowances for increased risk, danger pay and/or post differentials in accordance with subparagraph f(1)(a) above, and/or high-cost area performance other than that performed in Alaska, Hawaii or the National Capitol Region in accordance with subparagraph f(1)(b) above. The contractor shall provide its rationale for the price reasonableness of all proposed deviated rates. The prime contractor shall apply these rates to their proposed resource mix (i.e., allocation of DPPH among proposed labor categories) to establish the total labor price for the task order.

(3) The contractor shall propose on-site (Government Site) rates and off-site (Contractor Site) rates in accordance with the Government's anticipated allocation of performance set forth in individual TORPs. Temporary or intermittent performance (i.e., generally less than 20% of the total DPPH) in Government facilities shall be priced with Contractor-Site rates.

(4) All proposals shall utilize the categories of labor identified in the Labor Category Rate Tables at Attachment 01. Additional labor categories or variations of these categories shall not be proposed.

(5) Each individual TORP issued on a CPFF (LOE or completion) basis will specify the total dollar amount of travel and/or ODC against which prime contractors will apply their applicable burden rates. The applied burden rates shall not exceed the rates set forth in the Indirect Rate Ceiling Tables at Attachment 02 of this contract. The resulting amount (i.e., TORP specified travel/ODC amount plus applicable burdens) will constitute the contractor's proposal for those cost elements. For FFP task orders, the contractor shall propose travel and/or ODC based on the TORP requirements and its proposed approach for accomplishing those requirements. These proposed amounts shall be fully identified and substantiated on an item-by-item basis in accordance with TORP instructions. Lump sum estimates without an explanation of the composition of proposed travel/ODCs are not acceptable. Burden rates applied to FFP travel and ODC amounts also shall not exceed the rates set forth in the Indirect Rate Ceiling Tables at Attachment 02 of this contract. Fee or profit will not be proposed or paid on travel or ODC expenditures, regardless of contract type.

(6) Unless required by federal law, regulation, or policy, certified cost and pricing data will not be required for most TORPs. Additionally, the Government reserves the right to require certified cost and pricing data and/or other cost and pricing information in addition to that specified in subparagraphs f(1) through f(5) above at its discretion.

g. Task Order Evaluation: Task order competitions will typically employ best value, "trade-off" analyses in evaluating proposals and making task order award selections. However, a "lowest price/technically acceptable"

source selection approach may be used if determined appropriate by the Government. Broad discretion will be exercised by the Contracting Officer in selecting appropriate evaluation criteria, and may consider the below factors in the source selection process. The Government reserves the right to employ these or any other criteria deemed appropriate for each individual task order. Actual evaluation criteria and their relative importance shall be clearly identified in each issued TORP.

(1) Quality of technical approach, including the adequacy of proposed technical solutions, team member capabilities, depth and breadth of task-related team member and personnel experience, and the efficiency of labor resource allocation;

(2) Quality of management approach, including the efficiency and effectiveness of task order control mechanisms, adequacy of subcontract/team management procedures, and acceptability of plans/approaches for managing special requirements such as security, GFE, and organizational conflicts of interest;

(3) Cost/Price realism and reasonability, to include affordability considerations;

(4) Relevant past performance in a given functional area requirement, which may include (a) quality of performance/deliverables provided on previous task orders; (b) adherence to required schedules/delivery dates on previous task orders; and (c) control of prices/costs and other resources on previous task orders. Past performance submissions and assessments thereof shall be limited to efforts performed under this contract. Therefore, this criteria will not be utilized in task order competitions until sufficient performance history has been accumulated.

h. Source Selection: The Government intends to evaluate and award task orders without conducting discussions with prime contractors, but reserves the right to do so at the discretion of the Contracting Officer. If the Contracting Officer elects to hold discussions, all prime contractors submitting proposals shall be advised of the weaknesses, risks and deficiencies identified by the Government's evaluation of their respective proposal. Subsequent to the evaluation of all task order proposals and conclusion of all discussions (if held), the Government will make source selection as follows:

(1) For TORPs issued on a best value basis, the Government will select for award the proposal that is most advantageous and represents the best overall value to the Government considering the relative importance of the TORP established evaluation criteria. Therefore, the Government may select for award the proposal that is not the lowest priced, but is sufficiently more advantageous to justify the payment of a higher price.

(2) For TORPs issued on a lowest priced/technically acceptable basis, the Government will select for award the lowest-priced offeror submitting a proposal determined by the Government to be technically acceptable pursuant to the minimum requirements established by the TORP.

i. Protests: No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a task order valued below \$10,000,000, except on the grounds that the order increases the scope or maximum value of the contract in total (not necessarily each contract period).

j. Task Order Performance: The contractor shall initiate task performance promptly upon receipt of a fully executed task order that has been signed by the Contracting Officer. Unless waived by the responsible Contracting Officer, the contractor must submit a Task Order Management Plan (TOMP) for each awarded task order. The contractor's successful proposal will satisfy the requirements for the first submission of the TOMP. A revised TOMP will be required on as-needed basis in response to changes in scope, required resources, and/or task order ceiling revisions. The contractor shall submit revised TOMPs to the Contracting Officer within five (5) working days after receiving written notification from the Contracting Officer that a TOPM revision is required or after a task order modification is issued necessitating a revision to task order scope, resources, and/or ceiling values. The revised TOMP shall provide the contractor's detailed approach to accomplishing the requirements of the task order changes and will identify the contractor's overall estimate for completing the task.

k. Task Order Funding: It is the Government's intent to fully fund each task order, excluding any unexercised options, when issued; however, CPFF tasks may be incrementally funded at the Government's discretion. Firm-

Fixed-Price tasks may be incrementally funded if the conditions set forth at DFARS 232.703-1(1)(ii) are present. Incrementally funded task orders shall be fully funded as soon as funds are available. All incrementally funded task orders shall be subject to the requirements of FAR 52.232-22, "Limitation of Funds" (cost-reimbursement orders/items), or DFARS 252.232-7007, "Limitation of Government's Obligation" (fixed-price orders/items), as applicable.

l. Task Order Ceilings: The contractor **cannot** exceed the total estimated cost/price ceiling of each CLIN/SLIN, as well as the total task cost/price, specified in each task order without a fully executed task order modification, issued by the Contracting Officer, increasing the applicable cost/price ceiling value(s) and providing the required additional funding. Pursuant to FAR 52.232-20, Limitation of Cost, the contractor shall notify the Contracting Officer in writing whenever in performance of a CPFF task order (LOE or completion) it has reason to believe that:

(1) The costs the contractor expects to incur under the task order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the task order; or

(2) The total cost for the performance of the task order, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(3) As part of the notification, the contractor shall provide the Contracting Officer a revised estimate of the total cost of performing the task order.

The requirements of the Limitation of Cost clause apply at both the individual CLIN/SubCLIN level and the total task order level.

m. Task Order Invoicing and Payment: Submission of invoices for task order performance shall be in accordance with Section G-4, Invoicing Procedures. Payment shall be made in accordance with the requirements of FAR 52.216-7 for CPFF task orders, and FAR 52.232-1 or FAR 52.232-2, as applicable, for FFP task orders. Billing and reimbursement of allowable labor, travel, and ODC expenditures under CPFF task orders shall be based on actual costs incurred. Fixed fee under CPFF task orders shall be billed and paid as it accrues in monthly or **bi-weekly** installments, subject to the requirements of FAR 52.216-8 and the following:

(1) For CPFF (completion) task orders, the contractor must complete and deliver the task-specified end product within the estimated cost, if possible, as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(2) For CPFF (LOE) task orders, the contractor shall make its best efforts to deliver the total number of Direct Productive Person Hours (DPPH) within the total estimated cost and performance period specified by the task order. DPPH is defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences. Each payable installment of fixed fee shall be based upon the number of DPPH actually incurred and billable during the monthly or **bi-weekly** period. For fee billing purposes, CPFF (LOE) task orders shall specify an hourly composite fixed fee billing rate that is based on the quotient of total awarded fixed fee and total awarded DPPH, segregated by basic effort and optional efforts as applicable. Full payment of the total fixed fee amount is subject to the Government's determination that contractor performance is satisfactory and to the receipt of the contractor's statement that the total level of effort specified by the task order (including that of the basic effort and any exercised options) has been expended at the time of task order expiration.

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.232-16 PROGRESS PAYMENTS (AUG 2010) ALTERNATE I (MAR 2000)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither

(i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

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

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

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

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

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

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

- (ii) Special tooling and special test equipment to which the Government is to acquire title;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) above; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged, or destroyed.
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
- (3) Each Contractor request for progress payment shall:
- (i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

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

(i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

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

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

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

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs

incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

The following have been deleted:

52.232-16 Alt II Progress Payments (Aug 2010) - Alternate II APR 2003

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF ATTACHMENTS AND EXHIBITS

<u>Exhibit/ Attachment</u>	<u>Description</u>	<u>Pages</u>	<u>Date</u>
A	DD Form 1423, Contract Data Requirements List	8	10 Jun 11
01	Labor Category Rate Tables	*	10 Jun 11
02	Indirect Rate Ceiling Tables	*	10 Jun 11
03	DD Form 254, Contract Security Classification Specification	**	**
04	Additional OCONUS Deployment Clauses	22	10 Jun 11
05	Sample Task Order Requirements Package (TORP) 1 (Amd 0001)***	9	19 Jul 11
06	Sample Task Order Requirements Package (TORP) 2 (Amd 0001)***	9	19 Jul 11

07	Sample Task Order Requirements Package (TORP) 3 (Amd 0001)***	9	19 Jul 11
08	Task Order Requirements Package (TORP) Proposal Instructions***	3	10 Jun 11
09	Past Performance Questionnaire (Amd 0001)***	7	19 Jul 11
10	Cost/Price Proposal Worksheet (Amd 0001)***	*	19 Jul 11
11	USASMDC/ARSTRAT Operations Security (OPSEC) Plan****	****	****
12	Final RFP Questions and Answers (Set 1) (Amd 0001)***	14	19 Jul 11

* Attachment based on unpopulated MS Excel spreadsheet. Actual page count will be dependent on proposal content.

** DD 254 will be mailed upon written request.

*** Attachment is for solicitation purposes only and will not be incorporated into the existing contract.

****OPSEC Plan will be incorporated at time of contract award.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

L1 SUBMISSIONS OF PROPOSAL

a. All proposals must be delivered to the Government not later than 15 August 2011, 2:00 p.m., Central Time, as set forth below:

Proposals submitted via mail shall be sent to:

US Army SMDC/ARSTRAT
Werner Von Braun Complex I
ATTN: SMDC-RDC-BA/Elbert Clarke
Building 5220
Redstone Arsenal, AL 35898

Hand-carried proposal submissions shall be delivered to:

US Army SMDC/ARSTRAT
Werner Von Braun Complex III
ATTN: SMDC-RDC-BA/Elbert Clarke
Building 5224, Room 1E210
Redstone Arsenal, AL 35898

b. All hand-carried deliveries shall be brought to the main entrance security desk at Building 5224. Call 955-5957 or 955-5940 for pickup.

L2 PROPOSAL PREPARATION INSTRUCTIONS

The offeror shall adhere to the following instructions in preparing its proposal in response to this solicitation. The proposal shall fully comply with all requirements. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION.

a. GENERAL INSTRUCTIONS:

(1) The proposal shall include all of the information required by this section. Alternate proposals are not allowed and will not be considered or evaluated by the Government.

(2) The Government anticipates the receipt of UNCLASSIFIED proposals in response to this solicitation; however, if the offeror believes classified data is necessary to present a contractor's past performance and/or approach, a written request must be presented to the Contracting Officer BEFORE such submission. If approved by the Contracting Officer, a separate written classified annex may be included in the proposal. This annex may not exceed the classification of SECRET, and must be delivered appropriately. Proposals shall not contain special access program (SAP), WINTEL, or intelligence information.

(3) The offeror shall clearly state in its proposal how it intends to accomplish this requirement. Mere acknowledgment or restatement of a requirement or task is not acceptable. Relevance to the effort listed herein is critical. All information in the proposal should be presented in a clear, coherent and concise manner. Each volume should be specific and complete. All the requirements under the solicitation are mandatory. By proposal submission, the offeror is representing that its firm will perform all the requirements specified in the solicitation.

(4) The term major subcontractor or major team member is referred to through-out this section. The definition is as follows: Major subcontractors/team members are subcontractors/team members that the prime contractor has indicated in the technical/management approach will fulfill a substantial portion of services in performance of the PWS. Substantial portion is defined as 10% of total DPPH. For proposal preparation purposes only, the total DPPH for this acquisition (inclusive of both base and optional ordering periods) is estimated to be 6,250,000 hours. The anticipated allocation of these hours among the PWS functional areas is as follows:

<u>Functional Area</u>	<u>Anticipated Share of Total DPPH</u>
Programmatic & Business Initiatives	30%
Req't's Definition, Analysis, Integration and Planning	20%
Concept Development and Assessment	15%
Program/Project Analysis and Assessment	25%
Threat Estimation and Projection	1%
Weapons Lethality, Survivability, Electronic Warfare and Kill Assessment and Effects Estimation	1%
Engineering and Analysis Support to Assess Technology, Models, Simulations, and Prototypes	6%
Logistics Assessments	1%
Environment, Treaty, and Security Compliance	1%

b. FORMAT REQUIREMENTS:

(1) The proposal shall be prepared using a font equivalent to Times New Roman 10 or larger and margins of not less than one inch (1") on both sides and top and bottom of pages. All proposal pages, except those containing cost/pricing data in the Cost/Price volume or specific portions of other volumes as noted herein, shall be in portrait or landscape on letter size (8.5" x 11") paper. Pages containing cost/pricing data may be submitted in landscape format on legal size (8.5" x 14") or tabloid (11" x 17") foldouts. Graphical presentations within the proposal (e.g., charts, graphs, tables, matrices, etc.) may utilize a font type other than Times New Roman, but must be clearly legible and shall contain a font size of 8 point or larger. Offerors may utilize double-sided printing for all volumes. All pages shall be numbered.

(2) All paragraphs and graphical presentations of each proposal volume/appendix shall be appropriately labeled,

numbered, and cross-referenced in the applicable proposal narrative.

(3) The offeror shall submit four copies of each proposal volume in written (hard copy) format and four copies electronically on Compact Disk (CD).

(a) Each hardcopy volume of the proposal should be separately bound in a three-ring loose-leaf binder that will permit the volume to lie flat when open. Staples shall not be used. The cover of each volume should be clearly marked as to volume number, title, copy number, solicitation number and the offeror's name. Subcontractor submissions shall identify both the subcontractor and the prime offeror's name. The same identifying data should be placed on the spine of each binder. The Offeror s apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e) "Restriction on Disclosure and Use of Data," and FAR 3.104-4 "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

(b) Each CD shall only contain the volume specified and shall be labeled with the date, prime offeror's name, subcontractor offeror's name (if applicable), volume number and copy number (i.e., copy 1 of 3, etc.). Written Cost Volumes shall be tabbed with RFP Section Numbers and/or Titles included on the tab. At a minimum, all electronic data must be submitted on virus free CDs compatible with the Microsoft Office 2007 for Windows suite of software and Adobe Acrobat Reader 10.0.1. All files shall be backward compatible to permit access by older versions of these applications. All CDs shall be submitted in a non-compressed, PC format. Each of the volumes shall be saved in a separate file on the proposal disk(s); each Appendix shall also be saved in a separate file. All narrative portions of the proposals shall be in Microsoft Word (compatible with the Microsoft Office 2007 for Windows) or in an Adobe Acrobat version that is compatible with Adobe Acrobat Reader 10.0.1. All Pricing exhibits shall be in Microsoft Excel - DO NOT SUBMIT SPREADSHEETS IN ADOBE ACROBAT, WORD PROCESSING, OR OTHER PICTURE FILE FORMAT. Do not "hard code" spreadsheet data if the resulting data is based on a formula. Include all formulas in your spreadsheets and include any notes deemed necessary to add clarity to the spreadsheets. Verify prior to submittal that the files are saved to the CD. Do not submit "zipped" files. If files contain links, the links must be intact and maintained through all revisions. Files contained on the CD may not be read/write/password protected, i.e., must be "UNLOCKED, NON-PASSWORD PROTECTED AND/OR UNPROTECTED". The CDs containing pricing rates/rate build-up information shall contain all formulas used in building the proposal. Do not include "pivot tables" in the spreadsheets. In addition, offerors shall adhere to all instructions contained in Attachment 10, Cost/Price Proposal Worksheet.

(c) If classified submissions are permitted by the Contracting Officer, all such documents shall be handled in accordance with DoD 5220.22M and shall be in separate envelopes.

(4) Each proposal volume shall include a single cross-reference table to the solicitation to provide a ready reference between the specific solicitation requirements and the contents of that specific proposal volume. Cross-reference tables do not count against the page limitations cited herein.

c. VOLUME CONTENT SUMMARY/PAGE LIMITATIONS:

A summary of required proposal volume content and applicable page limitations is provided below. Title pages, table of contents, list of figures, and list of tables, acronyms, and bibliographies are not included in the page limitations.

VOLUME	TITLE	PAGE LIMITATION	# OF HARD COPIES	# OF COMPACT DISKS
I	GENERAL INFORMATION Section 1 – Table of Contents Section 2 – Executive Summary Section 3 –SF33, Acknowledgement of Amendments, and Solicitation Document Section 4 – RFP Exceptions/Deviations Section 5 – Acronym Definitions	None 10 None None None	4	4
II	SAMPLE TASK ORDERS	See each Sample Task Order Requirements	4	4

	Section 1 – Sample Task Order 1 Section 2 – Sample Task Order 2 Section 3 – Sample Task Order 3	Package (TORP) for page limitations		
III	TECHNICAL/MANAGEMENT Section 1 – Functional Area Capability & Experience Section 2 – Organizational Control Plan Section 3 – Resource/Task Order Management Plan Section 4 – Quality Control Plan	30 35 35 10	4	4
IV	PAST PERFORMANCE Section 1 – Performance History Summary Matrix Section 2 – Detailed Performance History Section 3 – Organizational Structure Change History Section 4 - Terminations/Debarments Section 5 – Consent Letters	6 2 per contract None None None	4	4
V	COST Section 1 – Index Section 2 – General Information and Executive Summary Section 2a – Uncompensated Overtime Information Section 2b – Status of Systems and Rates Section 2c – Other Information Section 3 – Exceptions to Terms and Conditions Section 4 – Direct Labor Rates Section 5 – Indirect Rates Section 6 – Request for Rate Information Section 7 –Pass-Through Charges Section 8 – Fixed Fee Section 9 – Travel and ODCs Section 10 – Cost Proposal Worksheet Section 11 – Sample Task Order Proposals Section 11a – Sample TORP 1 Section 11b – Sample TORP 2 Section 11c – Sample TORP 3 Section 12 – Substantiating Cost Data	None	4	4

d. VOLUME DESCRIPTIONS:

(1) VOLUME I – GENERAL INFORMATION:

(a) Section 1 - Table of Contents: Provide detailed table of contents for the overall proposal. (No page limitation on this portion of Volume I).

(b) Section 2 - Executive Summary: Provide an overview and synopsis of the proposal, to be used as an aid in understanding the organization, content, and interrelationship of the proposal material. The offeror shall provide a brief history of the creation and development of the company and a description of the legal structure and organization of the company. Joint ventures shall be clearly explained, to include the organization of each member of the venture, the construct of the joint venture, and the relationship between the members of the joint venture. Information is to be formatted at a summary level and should represent only data found elsewhere in the proposal. Pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, and relevant corporate experience and expertise on similar programs should be identified. Any proposed unique approaches should also be highlighted. Price information shall not be included in this document. Reference to the proposal areas containing substantiating information should be given when possible. The company officials to be contacted for information about the proposal and/or notified of the selection decision should be identified. (LIMIT 10 PAGES)

(c) Section 3 - SF 33, Acknowledgement of Amendments, and Solicitation Document: Provide fully completed Standard Form 33 (Items 12 through 18) and solicitation document to include Representations, Certifications, and Other Statements of Offerors (Section K), as well as all other RFP sections requiring “fill-ins” by the offeror; signed acknowledgement(s) of all issued RFP amendments, identification of technical data and computer software which the contractor intends to provide with limited or restricted rights. Also include Representations, Certifications, and Other Statements of Offerors and other applicable fill-ins for major subcontractors/team members. See FAR 4.102 regarding contractor signature requirements. (No page limitation on this portion of Volume I).

(d) Section 4 - RFP Exceptions/Deviations: Identify all exceptions taken to the solicitation by the offeror or its major subcontractors/team members, and/or any portion of the offer that deviates from a term or condition of the RFP. (No page limitation on this portion of Volume I).

(e) Section 5 - Acronym Definitions: Provide a listing defining any acronyms utilized within the proposal. (No page limitation on this portion of Volume I).

(2) VOLUME II – SAMPLE TASK ORDERS:

The sample task orders afford the offeror the opportunity to demonstrate its ability to perform the types of tasks that may be required during contract performance and to demonstrate the technical and management capabilities presented in other volumes of the proposal. The sample task order requirement packages (TORPs) are provided in Attachment 05 (Sample TORP 1), Attachment 06 (Sample TORP 2), and Attachment 07 (Sample TORP 3). The offerors’ response to the sample TORPs must provide sufficient details to clearly demonstrate their understanding of and approach to the sample tasks. The specific content and format of sample task proposals shall be in accordance with Attachment 08 (TORP Proposal Format). TORP proposals shall consist of four parts (see each sample TORP for page limitations):

(a) Part 1 - Understanding of Requirements. Part 1 of the sample task order proposals shall include three subparts: Subpart 1A – Key Task Aspects, Subpart 1B – Team Composition, and Subpart 1C – Organizational Conflicts of Interest (OCI). Proposal preparation requirements for these subparts are set forth at Attachment 08.

(b) Part 2 - Task Order Approach. Part 2 of the sample task order proposals shall include four subparts: Subpart 2A – Technical Approach, Subpart 2B – Risk Mitigation and Special Requirements Management, Subpart 2C – Management Control, and Subpart 2D – Resource Allocation. Proposal preparation requirements for these

subparts are set forth at Attachment 08.

(c) Part 3 - Task Specific Qualifications and Experience. Part 3 of the sample task order proposals shall include **two** subparts: Subpart 3A – Personnel Qualifications, and Subpart 3B – Corporate Experience. Proposal preparation requirements for these subparts are set forth at Attachment 08.

(d) Part 4 - Task Order Costs. The offeror shall delineate proposed costs for the Sample TORP requirements in accordance with Section 11 of Volume V, paragraph L2.d(5)(b)(xi). Cost information shall not be included in Volume II.

(3) VOLUME III –TECHNICAL/MANAGEMENT:

(a) Section 1 - Functional Area Capability and Experience: The offeror shall identify its proposed team (prime and all subcontractors/team members) and discuss the role that each member will have in accomplishing the specific functional area requirements of the PWS. Identify the basis for team member selection in terms of the capabilities each possess that will enhance overall contract performance. The offeror shall provide a comprehensive description of each member's significant capabilities and corporate experience in relation to performing the PWS requirements and shall clearly delineate how team member strengths will be aligned to ensure accomplishment of all functional area requirements. Each description shall clearly delineate the correlation between the identified capability and corporate experience, and shall identify the specific PWS functional area requirement(s) to which the capability/experience applies. Descriptions of corporate experience shall clearly specify the following; (i) contract/task order number, (ii) title of effort, (iii) total potential dollar value; (iv) performance period; (v) contractor role (prime or subcontractor); and (vi) brief description of the effort. Offeror's shall further indicate whether each subcontractor/team member is considered "major", as defined by this solicitation, and whether the subcontractor/team member will serve either in a "lead" or "support" role. Identify the planned level of support that each member will provide, in total and for each functional area requirement of the PWS, as indicated by a percentage of the Government's total estimated DPPH for the total effort and for each functional area (see provision L-2.a(4)). This identification shall be presented in a summary matrix depicting the planned level of support by prime and subcontractor/team member. The planned level of support must be consistent with the allocation of DPPH in Volume V, Cost. (LIMIT **30** PAGES)

(b) Section 2 - Organizational Control Plan: The offeror shall discuss its plan for controlling all aspects of the prime contractor/subcontractor organization to ensure successful support of the multi-customer, multi-task SETAC program. This discussion shall consist of the following subsections: (LIMIT 35 PAGES, inclusive of all subsections)

(i) Organizational Structure. Fully describe the structure of the proposed organization (including major subcontractors/team members), how that organization fits into its overall corporate structure, and the reporting and review relationship with corporate management. Delineate organizational responsibilities, clear lines of authority, and effective spans of control as well as how the offeror will control the flow of information and communications among team members, customers, CORs/COTRs, and the Contracting Officer. Discuss any unique business practices that will be implemented to facilitate the successful execution of the SETAC program.

(ii) Teaming/Subcontract Arrangements and Management. Provide a detailed description of all teaming/subcontracting arrangements (e.g., formal or informal joint-venture, traditional prime-sub relationship, and/or other formal or informal team arrangement) to include identification of the lead contractor and the roles/responsibilities of all participants. Identify any foreseen risks associated with the proposed teaming/subcontract arrangement(s) and address how those risks will be mitigated to ensure successful contract performance. For offerors proposing under a formal or informal joint-venture agreement, or other formal teaming arrangement, provide a copy of the fully executed agreement to include signatures of all parties. (Note: copies of these executed agreements do NOT count against page limits.) The offeror shall further describe its approach for managing these team members/subcontractors and maintaining organizational control over their contractual efforts. The discussion shall include the processes that will be employed to maintain privity of contract restrictions while, at the same time, efficiently conveying Government technical requirements to team members/subcontractors, implementing changes in technical direction, monitoring/measuring their performance, and ensuring that all task

objectives are achieved.

(iii) Program Manager Qualifications. Discuss the qualifications (education, experience, accomplishments, and skills) of the overall Program Manager, specifically addressing his/her experience in managing programs similar to SETAC in terms of technical and contractual complexity and magnitude. The Program Manager shall be an employee of the prime contractor or, in the case of a joint venture, an employee of the managing joint venture participant. The discussion shall include the following information:

- o Name;
- o Security Clearance and Date Granted;
- o Education;
 - Colleges attended, major, dates of attendance, and degree attained and/or hours completed
 - Special Training
- o Experience (In reverse chronological order, list the inclusive dates, employer, and a brief description of the task performed and job title.);
- o Related Experience: (Specify the experience that meets or exceeds the minimum qualifications necessary to perform as a Program Manager. Include the relevant data/information that establishes “why” this person is the best choice for SETAC PM.);
- o The Most Significant Managerial Accomplishment in the Last Five Years Related to this Effort;
- o The Most Significant Technical Accomplishment in the Last Five Years Related to this Effort;
- o The Most Significant Skill that Relates to the Proposed Effort;
- o Planned Percentage of Time to this Effort;
- o Date of Availability; and
- o Commitment from Proposed Individual to Accept Position.

(iv) Organizational Conflict of Interest (OCI). Identify any actual, potential, or perceived conflicts of interest, as contemplated by the OCI provisions located in Section H of this solicitation, for the prime offeror and any proposed subcontractor/team member. Provide a plan for mitigating or eliminating the risks associated with the identified conflicts. If such conflict(s) and mitigation plans were previously identified to the SETAC 2010 contracting officer (i.e., prior to proposal submission) and the contracting officer determined that no conflict(s) existed or that the conflict(s) were sufficiently mitigated, include a copy of the contracting officer’s written clearance for the offeror to participate in the SETAC 2010 acquisition. Furthermore, if the other contractual vehicle under which an identified conflict exists requires such, a participation/clearance letter from the cognizant contracting officer for that contract shall be included as well. Copies of participation/clearance letters do not count against the stated page limitations for this section. If the prime offeror and its subcontractors/team members have no conflicts, a participation/clearance letter is not required and the offeror shall clearly state in the proposal that no actual, potential, or perceived conflict of interest exists for the prime offeror and all subcontractors/team members. Further address how the offeror team will identify and avoid potential conflicts during performance of the resultant contract and subsequent task orders.

(v) Limitations on Subcontracting. Fully discuss the approach for complying with FAR 52.219-14, Limitations on Subcontracting, and 13 CFR 125.6 which require that at least 50 percent of the cost of contract performance incurred for personnel be expended for employees of the small business prime offeror. See Section L-4 of this solicitation for definitions and requirements applicable to joint ventures and subcontracting limitations. The discussion should consider the magnitude of the SETAC requirement as well as the need for a viable, robust team to accommodate multiple complex tasks. For the purpose of calculating the cost of contract performance incurred for personnel of both prime contractors and subcontractors, the following costs shall apply:

- Direct Labor Dollars
- Direct Labor Overhead Dollars
- General and Administrative Dollars on Direct Labor and Direct Labor Overhead

Note: In addition to the above discussion, the information contained in Volume V must clearly reflect prime offeror pricing for at least 50 percent of the cost of contract performance incurred for personnel. The Cost Exhibit, Tab 50% Rule Calculation (plus 50% Rule Years tabs) automatically calculates percentage of cost of performance per prime and subcontract offerors. Ensure that prime percentage is at least 50 percent of cost of performance. Exhibit includes prime contractor cost only. If other small business should be included in the prime offeror's portion of the comparison, edit cells in 50% Rule Calculation tab to reflect this change.

(c) Section 3 - Resource/Task Order Management Plan: The offeror shall delineate its plan for efficiently resourcing, managing, and controlling costs of task requirements for the entire life cycle of awarded task orders. The plan shall include the offeror's approach for obtaining, allocating, monitoring and controlling all resources and costs required to ensure the successful attainment of task objectives. This discussion shall consist of the following subsections: (LIMIT 35 PAGES, inclusive of all subsections)

(i) Recruitment and Retention Plan. Describe the corporate mechanisms applicable to all employees (practices, policies, procedures, and tools) that will be employed by the prime offeror and major subcontractors/team members to recruit, retain, and replenish (when necessary) a sufficient number of qualified personnel with the requisite knowledge, skills, education, and experience to ensure successful accomplishment of the proposed technical and management approaches throughout the life of the contract. As a minimum, the plan shall address recruitment and hiring practices, termination policies and procedures, employee development tools, and compensation policies to include, but not limited to: overtime (compensated and uncompensated), temporary duty, travel, per diem, remote location allowances, leave, compensatory time, sick leave, health benefits, bonuses, severance pay, incentive pay, educational assistance and any other policies that would serve to obtain and maintain the personnel resources necessary to successfully perform this effort. Provide corporate retention rates for the past three years for the prime offeror and each major subcontractor/team member. In addition to the above, a copy of the Total Professional Employee Compensation Plan for the prime offeror and all major subcontractors/team members shall be provided with this subsection. See FAR 52.222-46 for the minimum information required to be submitted for evaluation. (Note: If the JV is a formal "populated" JV, the managing partner's compensation plan may be submitted to meet the cited requirement. For formal "unpopulated" JVs and informal JVs, compensation plans for all members of the JV must be submitted. The formal compensation plan shall not count against the page limitation for this section.) The information provided in the formal compensation plan must be consistent with the compensation levels proposed for professional employees in Volume V, Cost/Price.

(ii) Key Personnel. Identify the prime offeror and major subcontractor/team member key personnel (identified by Section H4 of the solicitation) proposed for this effort, excluding the Program Manager. Provide a cross-walk between the Government specified labor categories for which the key personnel are proposed and the offeror's internal labor categories in which the personnel are/will be classified. The cross-walk shall describe their qualifications (education and experience) as it relates to the functional area requirements of the PWS and demonstrate how these qualifications meet or exceed the applicable minimum qualifications established elsewhere in this solicitation. The identification of key personnel is limited to no more than five (5) personnel for each key category. This limitation is separately applicable to the prime offeror and each major subcontractor/team member.

(iii) Available Facilities/Assets. Describe the number, types, and locations of the facilities (prime and major subcontractor/team member) that will be utilized in performance of this effort. Identify the effort that will be performed at each location and the levels of facility clearance and classified storage capability. Discuss any other assets that the offeror/subcontractor/team member will utilize in performance of this effort and their benefit to successful execution of task order requirements.

(iv) Task Order Management Plan. Describe in detail the methods that will be employed to manage task order requirements from initial solicitation to completion of the effort. Include a discussion on how the prime offeror will assess the technical and contractual requirements of solicited tasks, determine the most effective allocation of effort among prime and subcontractors/team members, and submit quality proposals in an expedited timeframe (i.e., generally 7 days or less). Fully describe the procedures for planning, allocating, and controlling resources and costs for awarded tasks. Include the process for scheduling, budgeting, and accumulating expenditures (hours and dollars); identifying expenditure and schedule problems; tracking task order performance; and providing timely detailed performance status to corporate management and the Government. The process for

accounting and collecting expenditures for separate sources of funds and tasks shall be explained. Address the process for timely incorporation of subcontractor/team member technical, schedule and financial performance data into the prime's monthly reports for individual task orders. Further address the plan for providing seamless transition with outgoing contractors on task order efforts requiring continued support under this acquisition.

(d) Section 4 - Quality Control Plan: Fully describe the processes and procedures that will be implemented to control the quality of services and to ensure all services delivered conform to task order requirements. Discuss the specific inspection methods to be used, and identify the type of inspection records that will be maintained and made available to the Government. (LIMIT 10 PAGES)

(4) VOLUME IV – Past Performance:

(a) General Instructions: Each offeror shall submit a past performance volume containing performance history information in accordance with the below requirements. Only efforts performed for agencies of the Federal Government shall be submitted. The information in this volume is required for the prime offeror and each major subcontractor/team member proposed to perform under this effort. If the prime offeror is a newly-formed joint venture (formal or informal) with no performance history within the past three years as an entity, then the information is required for each joint venture participant. Offerors are cautioned that the Government will use data provided by each offeror in this volume as well as data obtained from other sources in the evaluation of past performance.

In an effort to expedite the assessment of the past performance criteria, each prime offeror and major subcontractor/team member shall forward a Past Performance Questionnaire and Cover Letter (Attachment 09 of this RFP) to the appropriate Government points of contact for each submitted performance history example. These points of contact shall include the cognizant Procuring Contracting Officer (PCO), Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR), and Administrative Contracting Officer (ACO). It is recommended that the Questionnaire and Cover Letter be forwarded to each respondent not later than 15 calendar days prior to the proposal submission date for this solicitation. The offeror shall not fill in any portion of the form other than the addressee's name/organization and applicable contract number, nor obtain a copy of the completed form from the respondent. The cover letter at Attachment 09 instructs the Government point of contact to return completed questionnaires to the Contracting Officer. Completed questionnaires that are submitted by the respondents shall not count against any page limitations established for this volume.

While the Government may elect to consider data obtained from other sources, the burden of providing adequate data to determine performance risk rests with the offeror. The Government does not assume the duty to search for data to cure problems it finds in proposals. Proposals that do not contain the required information are subject to rejection by the Government.

(b) Section 1 - Performance History Summary Matrix: The offeror shall provide a summary presentation of all prime offeror and major subcontractor/team member performance history submissions, in columnar format, with the following information: Contractor Name, Contract and Task/Delivery Order (if applicable) Number, Contractor Status (i.e., prime contractor, prime contractor joint venture participant, subcontractor), Contract Type, Contract Value, Performance Period, Title/Brief Description of Effort, Customer Organization, PCO Name/Phone Number/E-Mail Address, COR or COTR Name/Phone Number/E-Mail Address, and ACO Name/Phone Number/E-Mail Address. The PCOs, CORs/COTRs, and ACOs identified in this section shall be same points of contact forwarded Past Performance Questionnaires by the offeror. (LIMIT 6 PAGES)

(c) Section 2 - Detailed Performance History: The prime offeror shall submit a description of up to five (5) contracts/task orders for which it has recent and relevant performance as the prime contractor. For any contract that involves multiple task orders, the offeror is limited to submitting relevant task orders only with each task order counting as one contract reference. However, the offeror may submit the overall contract as one submission if it feels the entire effort is relevant to this requirement. Recent performance is defined as efforts that have been performed within the past three years. Relevant performance is defined as efforts that are similar to the diverse, multi-task SETAC program in terms of size, scope (technical, contractual, dollar value), and complexity. Each major subcontractor/team member shall submit up to three (3) recent and relevant contracts/task orders for which it

has performed as either a prime contractor or subcontractor. Subcontractor/team member submissions shall clearly identify their role (prime or subcontractor) in the contract/task order. Note that the Government will not consider performance on a newly awarded contract, prime or subcontractor, without a performance history of at least one (1) year. As noted above, only efforts performed for a Federal agency will be considered. Each description shall include the following information: (LIMIT 2 PAGES PER DESCRIPTION)

- (i) Contractor name, CAGE and DUNS numbers;
- (ii) Government contracting activity name and address;
- (iii) PCO name, telephone number, facsimile number, and e-mail address;
- (iv) Government customer activity name and address;
- (v) Government COR/COTR name, telephone number, facsimile number, and e-mail address;
- (vi) Government contract administration activity name and address;
- (vii) ACO name, telephone number, facsimile number, and e-mail address;
- (viii) Contract number;
- (ix) Contract type;
- (x) Awarded price/cost (total potential contract value);
- (xi) Final or projected final price/cost;
- (xii) Performance Period;
- (xiii) A narrative discussion describing how the work performed is relevant to the requirements of this solicitation. Discussion of technical relevance should be traceable to the specific functional areas of the PWS; and
- (xiv) Verification that services provided to the Government were provided within negotiated prices/costs, were delivered in accordance with the required delivery schedule, and were accepted by the Government as meeting all technical requirements. Any known problems and the corrective actions taken should be addressed. For any contracts which did not meet the contractual requirements with regard to cost, schedule or technical performance, an explanation must be provided of the reason(s) for such and any corrective action taken to avoid recurrence. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified.

It is the offeror's responsibility to verify the accuracy of all contact and other descriptive information provided in response to subparagraphs (i) – (xiv) above. The Government will not attempt to resolve inaccurate information or locate missing data. The proposal of inaccurate or incomplete information may result in the performance history record(s) not being considered by the evaluation.

(d) Section 3- Organizational Structure Change History: The offeror shall identify any company that it and/or its major subcontractors/team members have acquired, have been acquired by, or otherwise have merged with within the past three years. In many cases, these changes have taken place during the time of performance of relevant efforts or between conclusion of recent past efforts and this source selection. To facilitate the relevancy determination, the offeror shall provide a "roadmap" describing all such changes in the organization of its company.

As part of this presentation, the offeror shall demonstrate how these changes impact the relevance of any efforts identified in the performance history. Since the Government intends to consider performance information provided by other sources as well as that provided by the offeror, the "roadmap" should be both specifically applicable to the efforts identified and general enough to apply to efforts on which the Government receives information from other sources. If this section is not applicable to the prime offeror or its major subcontractors/team members, so state. Information provided under this section does NOT count against the page limitation for this volume.

(e) Section 4 - Terminations/Debarments: The offeror shall provide the detailed performance history information required above on any and all contracts and subcontracts that have been terminated for default in whole or in part, for any reason, during the past three years. This shall include those currently in the process of termination. Information must also be provided for any and all contracts and subcontracts that resulted in the appearance of the offeror on the Defense Logistics Agency's Contractor Alert List, a Debarred List, or any other similar government

problem listings, during the past three years. This requirement also applies to any proposed major subcontractor/team member. Information provided under this section does NOT count against the page limitation for this volume.

(f) Section 5 - Consent Letters: The offeror shall submit a consent letter, **executed by each major subcontractor/team member and/or joint venture partner**, authorizing release of past performance information to the offeror so the offeror can respond to such information. Information provided under this section does NOT count against the page limitation for this volume.

(5) VOLUME V- COST

(a) General Requirements:

(i) Volume V should be clearly marked "VOLUME V- COST PROPOSAL, RFP W9113M-11-R-0003."

(ii) The offeror's cost proposal will consist of all information required in this section. The Government anticipates adequate competition. As such, and in accordance with FAR 15.402, 15.403-1 and 15.403-5(a)(1), certified cost or pricing data is not required. However, the Government reserves the right to require such data at its discretion.

(iii) **FAILURE TO PROVIDE ALL OF THE INFORMATION REQUIRED BY THESE INSTRUCTIONS TO OFFERORS MAY BE CAUSE FOR REJECTION OF THE PROPOSAL.** Information that is provided, but determined to be insufficient to adequately evaluate the offeror's proposed cost may result in an adverse assessment of an offeror's proposal and reduce or eliminate its chance of being selected for award. In the event that insufficient information is received, the Government may utilize comparable cost information from other sources for purposes of completing its evaluation. Under these circumstances, the offeror bears full responsibility for any adverse evaluation impact which may result from its failure to furnish cost information required by the RFP.

(iv) Cost information submitted shall be for the prime contractor and each proposed major and non-major subcontractor/team member, unless otherwise indicated. Detailed subcontractor/team member cost information containing proprietary rates and factors for individual cost elements may be submitted directly to the Government.

(v) The prime offeror and each proposed major subcontractor/team member shall provide a copy of their cost proposal to their cognizant DCAA office. By submitting its proposal, the offeror grants the Contracting Officer or an authorized representative the right to examine records that formed the basis for the cost proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for the cost estimate) that will permit an adequate evaluation of the proposed cost.

(vi) The prime offeror and all major subcontractors/team members shall propose on a CPFF basis. Non-major subcontractors/team members may propose on other than a CPFF basis; however, the type of contract proposed and the basis thereof shall be fully justified.

(vii) **The cost proposal, including all proposed rates and factors, shall be based on a 60 month ordering and performance period with an assumed contract award date of 19 December 2011.**

(b) Proposal Content: The content for the cost/price proposal shall be as follows:

- Section 1 – Index
- Section 2 – General Information and Executive Summary
- Section 2a - Uncompensated Overtime Information
- Section 2b - Status of Systems and Rates
- Section 2c – Other Information

Section 3 – Exceptions to Terms and Conditions
Section 4 – Direct Labor Rates
Section 5 – Indirect Rates
Section 6 – Request for Rate Information
Section 7 – Pass Through Charges
Section 8 – Fixed Fee
Section 9 – Travel and ODCs
Section 10 – Cost Proposal Worksheet
Section 11 – Sample Task Order Proposals
Section 11a - Sample TORP 1
Section 11b - Sample TORP 2
Section 11c - Sample TORP 3
Section 12 – Substantiating Cost Data

(i) Section 1 – Index: Include an index showing section number, title, and proposal page number.

(ii) Section 2 – General Information and Executive Summary: This section sets the stage for the cost proposal submission; the offeror must include information under this tab to provide the evaluator a clear understanding of the cost proposal. Include the basis for proposed costs and any assumptions made in the development of the cost approach. Discuss any outstanding audits or other information that may have a bearing on the costs proposed. The offeror shall identify its cognizant DCAA auditor and DCAA contact information. Include an Executive Summary that introduces the proposed contractor team and cost proposal submission, to include a list of all subcontractors/team members, their status as either major or non-major per the definition of such as provided in this solicitation, and the functional areas they have been designated to provide support under. The Executive Summary shall include a summary matrix depicting the planned level of support, by total DPPH and total price, for the prime and all subcontractors/team members. The planned level of support must be consistent with the DPPH allocation presented in the Technical/Management volume and the 50% rule calculation in the Cost Proposal Worksheet. **The Executive Summary requirement applies to the prime offeror only. Unless otherwise indicated, this section of the proposal shall also include the information described below for the prime offeror and each subcontractor/team member.**

Section 2a – Uncompensated Overtime Information: The offer shall include supporting information per FAR 52.237-10 for the prime contractor and major subcontractors/team members. In addition to the information required by FAR 52.237-10, provide the following:

- The proposed uncompensated overtime percentage; example of computation follows, including number of hours per week which are proposed as uncompensated hours (e.g., 45 hours proposed on a 40 hour work week basis = $45/40 = 12.5\%$ uncompensated overtime percentage);
- Verification that proposed labor rates are effective rates, in that they have been adjusted to reflect proposed uncompensated overtime; and
- A discussion of the history regarding the offeror's uncompensated overtime use, especially as related to similar contracts.

Section 2b – Status of Systems and Rates: Discuss the status of accounting, purchasing, estimating and material management systems, CAS Compliance, and related rate information necessary to understand the rates proposed herein. Disclose audit findings for audits conducted by independent parties to test the adequacy of the firm's accounting system. For CAS covered contracts, include a copy of the offeror's most recent approved Disclosure Statement. The offeror shall disclose any CAS violations and the status of the violation review/remediation. Offerors that do not have an approved purchasing system must comply with 52.244-2, Subcontracts.

The following table shall be completed and will provide the Government with a ready reference. Completion of this table does not substitute for the information required above.

Type of System	Date of Approval, Government Point of Contact with Approval Information	Comments
Accounting System		
Cost Accounting Standards Disclosure Statement		
Purchasing System		
Estimating System		
Material Management Accounting System		

Section 2c – Other Information. The offeror shall provide the following:

- Place(s) of performance;
- Contractor Fiscal Year (e.g. Jan through Dec or Oct through Sep, etc.); and
- Direct Person Production Hours (DPPH) assumed for this proposal. Specify how they were computed (e.g. 2080 less vacation hours, holiday hours, etc.).

(iii) Section 3 – Exception to Terms and Conditions. The offeror shall identify any exceptions to the cost terms and conditions set forth in this solicitation, the remedy sought and the impact if the Government does not concur with the exceptions. The prime offeror shall advise of any exceptions filed by their subcontractors and the prime offeror's resolution of the exceptions.

(iv) Section 4 – Direct Labor Rates. The offeror and each subcontractor/team member shall provide the information described below for proposed direct labor rates for the solicitation specified labor categories. (Note: The Government has prescribed the labor categories to be used under this contract, and provided the definition and minimum qualification requirements for each category elsewhere in the solicitation. **NO DEVIATIONS ARE AUTHORIZED.**) The level of detail and clarity of the information provided will have a direct reflection on the evaluator's ability to adequately understand and assess the offeror's proposal. The Government envisions only limited OCONUS support. As such, all rates shall be CONUS-based. Travel OCONUS and special pay (e.g., hazardous duty, post-differential, Defense Base Act insurance, etc) will be addressed in Section H, Task Order Procedures. Labor rates shall be proposed for on-site (Government-site) and off-site (contractor site) locations for both local and high-cost areas as defined in Attachment 10 of the solicitation.

- Basis of Estimate: The offeror shall specify the basis of estimated direct labor rates for the labor categories it is proposed to perform. The discussion shall include the following:
 - The assumptions made in developing the cost estimate;
 - The rationale for the assumptions and impacts of the assumptions;
 - The rationale employed for development of the rates. In other words, how were the rates developed? Did the build up of rates consider a particular index or other information – if so why?;
 - Identification and relevance of any labor/wage surveys or indices used; and
 - The basis of any conclusions (and convincing information to support such conclusions/assertions) that the labor rates proposed are sufficient to attract and retain the caliber of personnel required to successfully satisfy the requirements of the PWS (and resulting task orders). Include reference to the experience and education delineated in the RFP labor category definitions.
- Basis of Price/Rate build-up information: The offeror shall provide sufficient information for the Government to fully understand how the rates proposed were compiled. The rates proposed shall be on a

contract year basis.

- Provide rate build-up information for all proposed direct labor rates. If derivative rates/factors were utilized in the development of rates, discuss how they were developed and applied.
- Disclose whether the rates are based on a Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR). If not, identify what the rates are based on and if the rates have been audited by DCAA. If the build up of direct labor rates are based on other than the contract year specified by the solicitation, identify the allocation of the accounting year(s) to the rates proposed and provide the computational data (via spreadsheet) that illustrates this allocation.
- Identify the escalation applied to direct labor rates throughout the ordering period and discuss the basis for the selected escalation factor(s). Describe the method by which the escalation factor(s) were applied to proposed labor rates. Offerors are advised that failure to escalate direct labor rates may be determined unrealistic and deemed a significant proposal risk.
- Discuss the relationship of proposed direct labor rates to the offeror's accounting system/practices. Provide sufficient information to permit the Government to contact the firm's (meaning either the prime offeror or proposed subcontractor/team member, as applicable) DCAA auditor to discuss the direct rates proposed.
- Discuss any proposed direct labor rates that may appear significantly lower than the normal industry compensation for the same or similar categories of labor, identifying what incentive(s) the offeror will provide to ensure sufficiently qualified personnel are obtained and retained.

(v) Section 5 – Indirect Rates. The offeror and each subcontractor/team member shall provide the following information on proposed indirect rates applied to direct labor, travel, and other direct costs. The level of detail and clarity of the information provided will have a direct reflection on the evaluator's ability to adequately understand and assess the offeror's proposal. The rates proposed shall be on a contract year basis. The offeror shall clearly explain the basis and application of the proposed rates, as well as discuss the basis for any changes in rates from year-to-year or between on-site and off-site locations.

- Disclose whether the rates are based on a FPRA or FPRR. If so, include a copy of the agreement or recommendation in your proposal.
- If rates are not based on forward pricing agreements or recommendations, discuss the current and/or historical cost data (including projected expense pools and allocation bases, e.g., ICE Schedules B, C, and D) upon which the proposed rates are based as well as providing a detailed breakdown of the computation for each indirect rate proposed. Specify if the rates have been audited by DCAA.
- Identify any DCAA approved provisional billing rates for the current year and for the past three contractor fiscal years, if applicable. State whether award of this contract will materially affect any current approved provisional billing rates and, if so, show calculations demonstrating the differences between the current provisional billing rates and the rates proposed for this effort. Ensure the cognizant DCAA office has a copy of the proposed rates.
- Provide final year end indirect rates or audited final indirect rates for the past three contractor fiscal years.
- If a comparison of this procurement's proposed rates to prior year rates is not applicable, so state and state reason for differences. If the difference between former year and current year rates might appear excessive to evaluators, provide rationale for difference.

In addition, the prime offeror and each major subcontractor/team member shall propose indirect rate ceilings, as a rate per contract year, for each category of indirect expense (e.g., overhead, general and administrative, material handling, etc.), to be applied to applicable base costs of labor, travel, and other direct costs (ODC) at the task order level and above which the offeror will not bill and the Government will not pay.

(vi) Section 6 – Request for Rate Information: Complete the following Request for Rate Information Form for the prime offeror, each interdivisional, and each subcontractor/team member. (Note: Ensure the correct cognizant DCAA and DCMA and correct addresses and phone numbers are provided.)

Request for Rate Information

DCAA Address	DCMA Address
Voice Phone Number: ()	Voice Phone Number: ()
E-Mail Address:	E-Mail Address:
Fax Phone Number: ()	Fax Phone Number: ()

Type of Contract: CPFF () CPFF LOE () CPAF () CPAF LOE () CPIF () CPIF LOE ()
 FPI () FPI LOE () FFP () FFP LOE () OTHER _____()

Proposed \$ Amount: _____ (Note to Contractor: If this is not a straight addition to a contract or new contract, provide explanation, i.e.: \$ _____ Deleted from contract; \$ _____ Added to contract; \$ Net change to contract _____.)

Proposal Identifying Numbers:
 (Note to Contractor: Such as RFP number, Contractor Proposal No. - Explain type of identifier.)

Contractor Name:

Contractor Address: (Note to Contractor: include division and zip code)

Prime Contractor () Subcontractor () If Subcontractor, provide Prime Contractor name:

Small Business () Large Business () 8a Contractor ()

Title of Effort:

(Note to Contractor: Include any applicable contract modification numbers here.)

Point of Contact at Contractor's Facility:

POC's phone number:

POC's E-Mail Address:

POC's Fax number:

(vii) Section 7 – Fixed Fee: Identify the overall fixed fee proposed, both as a percentage of the total cost and expressed in monetary terms, and discuss the basis thereof. Discuss how the proposed fixed fee or fixed fee rate was applied to labor category rates, and how fee is allocated to subcontractor/team member costs/rates. If fee-on-fee is proposed, discuss the rationale for and method of proposing such. Offerors are advised that per FAR 15.404-4(c)(4)(i)(A), proposed fee shall not exceed 15 percent of the contract's estimated cost, excluding fee. An offeror's proposal of a fixed fee exceeding 15 percent may render the offeror ineligible for award.

(viii) Section 8 – Pass Through Charges: For the prime offeror only, discuss the proposed pass through costs and effective rate applied to fully-burdened subcontractor/team member labor rates and the basis thereof. For the purpose of this solicitation and resultant contract performance, "pass through charges" refers to charges to the Government by the prime contractor that is for indirect costs and/or profit on labor work performed by a subcontractor/team member (other than charges for the direct costs of managing subcontracts and applicable indirect costs and profit based on such costs). The Government recognizes the necessity for prime contractors to recoup costs associated with the indirect processing, oversight and management of subcontract efforts; however, such charges must provide added value (i.e., benefit) to the Government and must not be excessive. For this acquisition, an excessive pass-through charge is defined as a charge that exceeds more than a single-digit percentage of total subcontract value. In this section, the offeror shall identify its pass-through rate to be applied to all subcontract effort in task orders issued under the resultant contract. The offeror shall further disclose the specific

elements/factors that form the basis for the proposed pass-through rate. An offeror's proposal of a pass-through rate exceeding single digits may be deemed unreasonable.

(ix) Section 9 – Travel and ODCs: The Government contemplates that non-labor resources may be required to successfully satisfy the requirements of task orders awarded. As such, a travel and other direct cost (ODC) Contract Line Item Number (CLIN) have been included for each in Section B. For proposal evaluation purposes, the prime offeror shall apply the applicable indirect rates described in Section 5 to the following travel and ODC factors to calculate the total amounts proposed for these non-labor cost elements: (Note: The offeror is advised that profit/fee will not be authorized for either travel or ODCs under the resultant contract.)

<u>Contract Year</u>	<u>Estimated Travel</u>	<u>Estimated ODC</u>
1	\$1,200,000.00	\$500,000
2	\$1,400,000.00	\$500,000
3	\$1,600,000.00	\$500,000
4	\$1,800,000.00	\$500,000
5	\$2,000,000.00	\$500,000

(x) Section 10 – Cost Proposal Worksheet: The offeror shall input its proposed direct and indirect rates and factors, fixed fee rates, and other cost information into the Cost Proposal Worksheet (Excel spreadsheet) located at Attachment 10 to this solicitation. The worksheet shall be utilized to develop estimated cost-plus-fixed-fee labor rates for each labor category and for each contract year, and to calculate the total notional contract CPFF. The worksheet shall require data related to the offeror's costing methods including the distribution of labor hours, the mapping and build-up of estimated labor category base rates and fully-burdened rates (including direct labor, indirect labor, and prime offeror pass-through costs as applicable), the application of fixed fee to labor, and the application of indirect rates to the solicitation specified travel and ODC factors. Specific instructions for completing the worksheet are included in Attachment 10.

Completion of the worksheet will produce the following matrices/tables that will be incorporated into the awarded contract document: (1) Labor Category Rate Tables and (2) Indirect Rate Ceiling Tables. The tables will be delineated by contract year and by on-site/off-site designation for the prime offeror, each major subcontractor/team member, and a composite of all non-major subcontractors/team members. The Labor Category Rate Tables will separately reflect the fully-burdened labor rates (inclusive of all estimated direct and indirect labor costs), fixed fee, and total CPFF for each labor category. The fully-burdened labor rates computed for all subcontractors/team members shall include prime offeror pass-through costs. The fully-burdened labor rates for non-major subcontractors/team members shall be computed as a composite of the estimated labor costs (including prime offeror pass-through) of all such firms based on their allocation of labor hours by the prime offeror. The estimated labor cost rates, fixed fee rates, and total CPFF rates established in the Labor Category Rate Tables shall be utilized by the offeror, if selected for award, in proposing estimated costs and fixed fee for the performance of individual task orders (see Section H-1 – Task Order Procedures). The Indirect Rate Ceiling Tables will contain the applicable indirect rate ceilings that will be applied to anticipated labor, travel and ODC costs in performance of individual task orders. Major subcontractor/team member Indirect Rate Ceiling Tables will be incorporated into the contract by reference only.

Completion of the Cost Proposal Worksheet will also produce a Total Notional Contract CPFF, to be utilized for evaluation purposes only. The offeror is required to distribute the solicitation's total estimated DPPH, by labor category, among the prime offeror and all subcontractors/team members pursuant to the planned level of support identified in the Technical/Management volume and Section 1 of this volume. Total labor category allocation, inclusive of prime offeror and all subcontract/team member hours, shall be in accordance with the Government's estimated labor hour allocation set forth in the worksheet. (Note: The offeror shall not deviate from the Government specified total DPPH or DPPH allocation per labor category unless otherwise authorized by the Attachment 10 instructions.) Based on the offeror's team DPPH distribution, the worksheet will apply the applicable rates from the Labor Category Rate Tables to calculate total estimated labor (fully burdened with all direct costs, indirect costs, and prime offeror pass-through costs as applicable) and fixed fee on labor for the prime offeror and each proposed subcontractor/team member, by contract year and in total. The worksheet will further apply the prime offeror's proposed indirect rates to the solicitation specified travel and ODC factors to calculate the total estimated costs for those elements. For evaluation purposes only, the total

calculated labor CPFF for all contract years, coupled with the total burdened travel and ODC costs, will represent the offeror's Total Notional Contract cost plus fixed fee (to include the base and optional ordering periods).

(xi) Section 11 - Sample Task Order Proposals: The sample task order requirements packages (TORPs) are provided in Attachments 05, 06, and 07 to this solicitation. The cost proposals for the Sample TORPs shall be prepared in accordance with the format and instructions located at Attachment 08 and the requirements below. Offerors shall submit separate cost proposals for all three sample tasks as follows: (See Each Sample T/O for page limitations)

Section 8a – SAMPLE TORP 1

Section 8b – SAMPLE TORP 2

Section 8c – SAMPLE TORP 3

The proposed costs for each sample task order shall replicate the CLIN structure set forth in Section B, and shall be presented in the following format:

Subsection 1 – Total Sample Task Order Summary: For each sample task order, provide a summary roll-up of the total task order estimated cost plus fixed fee. The summary shall be delineated by cost element (total estimated labor costs, fixed fee on labor, fully-burdened travel, and fully-burdened ODC) and shall be consistent with the detailed cost information presented in the remaining subsections.

Subsection 2 – Assumptions: The offeror shall discuss any assumptions made in developing the sample task order cost proposal and the impacts of those assumptions.

Subsection 3 – Labor Hours: Based on the information provided in the respective TORP and accompanying PWS, the offeror shall delineate total hours proposed for the prime offeror and each subcontractor/team member proposed to perform the task, and allocate those hours by labor category and by on-site/off-site designation. Hours shall be further delineated by the performance periods (base effort and options, as applicable) specified in each respective TORP. The offeror shall ensure the proposed labor resource allocation (categories and hours) is consistent with that provided in Volume II, Part 2, paragraph L2.d(2)(b). The labor categories proposed shall be among those established by this solicitation and set forth in Section 10, Cost Proposal Worksheet. No additional labor categories are authorized. Include a summary roll-up depicting total hours proposed for the prime offeror and each subcontractor/team member, and indicate the percentage of total hours that each represents.

Subsection 4 – Labor Costs: The offeror shall include task specific labor category rate tables (including separate category rates for fully-burdened estimated labor costs, fixed fee, and total CPFF) for the prime offeror and each subcontractor/team member proposed to perform the sample task order, and apply those rates to the proposed labor hour distribution identified in Subsection 3. Offerors shall ensure that the rate tables proposed and rates applied are consistent with the rate tables computed by the Cost Proposal Worksheet. The application of proposed labor rates to proposed hours shall be presented in Excel format separately for the prime offeror and each proposed subcontractor/team member. (Note: Although presented separately, the estimated labor costs of all non-major subcontractor/team member hours shall be based on the composite labor category rates calculated in the Cost Proposal Worksheet.) Include a summary roll-up depicting total labor hours, total estimated labor costs, total fixed fee, and total CPFF for the prime offeror and each subcontractor/team member.

Subsection 5 – Travel and ODCs: The offeror shall apply the appropriate burden rate(s) proposed in Sections 5 and 10 above to the sample TORP specified dollar values for travel and ODCs to calculate the total proposed costs for these elements. Fee shall not be proposed for travel or ODC. Separately delineate costs for each element by task order performance periods (base effort and options, as applicable) and in total.

(xii) Section 12 – Substantiating Cost Data: In this section, the offeror shall provide the records, documents, and other types of factual cost information that formed the basis for the cost estimate and that will permit the Government to substantiate the offeror's proposed cost rates and factors. This information shall, at a minimum, include current/historical/projected cost data related to proposed direct and indirect expense rates upon which the proposed rates were based (e.g., FPRAs, FPRRs, payroll records, financial records substantiating projected expenses and expense pools, etc.). Also provide any documents required to support the computation of proposed direct and indirect rates/factors. If labor rates are based on payroll records, provide payroll data directly

from the offeror's accounting system (not just a listing of rates) related to proposed base labor rates. If rates are based on survey information, provide the applicable pages from the survey and indicate the rates used. Note that the Government highly discourages contractors from "backing into" base labor rates from GSA rates. The Government also highly discourages using surveys that allow personnel to enter data with no restrictions (e.g. Salary.com).

(End of Summary of Changes)