

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 94 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. H9223918R0011		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 24 Aug 2018		6. REQUISITION/PURCHASE NO. W90MAT8114KJ01			
7. ISSUED BY HQ US ARMY SPECIAL OPERATIONS CMD, DCSC ATTN: AOCO (CONTRACTING) BLDG E-2929 DESERT STORM DRIVE FORT BRAGG NC 28310 TEL: FAX: 910-432-9345				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:		CODE					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>12:00 PM</u> local time <u>27 Sep 2018</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME JUSTIN BURKE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (910) 395-0552		C. E-MAIL ADDRESS justin.burke@socom.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

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

Section B - Supplies or Services and Prices

NOTICE TO OFFERORS: Funds are not presently available for this effort. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase-In FFP The Contractor shall prepare to execute and assume full responsibility for the services as required by the contract. Phase-in shall be in accordance with the Performance Work Statement, paragraphs 1.6.16. FOB: Destination PURCHASE REQUEST NUMBER: W90MAT8114KJ01 MARK SHIPMENT FOR: W90MAT20180108 PSC CD: U099	2	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002

10

Months

JSOMTC Medical Instructor Support Svcs

FFP

The Contractor shall provide qualified instructors and provide basic and advanced medical instruction for the JSOMTC Medical Courses in accordance with the most current POI. The contractor shall provide instruction and medical instruction writing support in all the Special Operations Forces (SOF) Medical Skills Sustainment Course (SOCMSSC) and Special Operations Combat Medic (SOCM) /Special Forces Medic Sergeant (SFMS) Courses, and Special Forces Medical Sergeant Skills Sustainment Course (SFMS3) offered by the Joint Special Operations Medical Training Center (JSOMTC), US Army John F Kennedy Special Warfare Center and School, US Army Special Operations Command, Fort Bragg, NC, as defined in this Performance Work Statement (PWS). Billing shall be monthly.

FOB: Destination

PURCHASE REQUEST NUMBER: W90MAT8114KJ01

MARK SHIPMENT FOR: W90MAT20180108

PSC CD: U099

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003

OPTION

Medical Instructor **Expansion**

FFP

This CLIN will only be utilized to increase instructor support if the Government determines additional growth is validated due to increase in class size. **If exercised, support will be negotiated at the labor rates incorporated within the fixed-price of the current year of performance. Growth will not exceed 15% of the current level of performance.**

MARK SHIPMENT FOR: W90MAT20180108

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	JSOMTC AMI Instruction (reserved) FFP This CLIN will be utilized to increase AMI instructor support if the Government determines additional support is required due to increase in class size. The AMI Instructor rate for this period is \$_____. FOB: Destination PSC CD: U099				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	JSOMTC SOF-P Instruction (reserved) FFP This CLIN will be utilized to increase SOF-P instructor support if the Government determines additional support is required due to increase in class size. The AMI Instructor rate for this period is \$_____. FOB: Destination PSC CD: U099				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>Travel</p> <p>COST</p> <p>The Contractor shall be required to travel IAW PWS 1.6.16.6. Government pre-approval of all travel is required. The reasonableness and allowability of travel costs (only travel and per diem) shall be governed by the Federal Acquisition Regulation (FAR) Part 31.205-46. Not to Exceed \$25,000.00</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: W90MAT8114KJ01</p> <p>MARK SHIPMENT FOR: W90MAT20180108</p> <p>PSC CD: U099</p>				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>Contractor Manpower Reporting</p> <p>FFP</p> <p>The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the United States Army Special Operations Command via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/</p> <p>Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2019. Contractors may direct questions to the help desk at: http://www.ecmra.mil/.</p> <p>NOTE: If the reporting is not separately priced, insert "NSP" in the blank space under "Amount".</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: W90MAT8114KJ01</p> <p>MARK SHIPMENT FOR: W90MAT20180108</p> <p>PSC CD: U099</p>	1	Each		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		
OPTION	<p>JSOMTC Medical Instructor Support Svcs</p> <p>FFP</p> <p>The Contractor shall provide qualified instructors and provide basic and advanced medical instruction for the JSOMTC Medical Courses in accordance with the most current POI. The contractor shall provide instruction and medical instruction writing support in all the Special Operations Forces (SOF) Medical Skills Sustainment Course (SOCMSSC) and Special Operations Combat Medic (SOCM) /Special Forces Medic Sergeant (SFMS) Courses, and Special Forces Medical Sergeant Skills Sustainment Course (SFMS3) offered by the Joint Special Operations Medical Training Center (JSOMTC), US Army John F Kennedy Special Warfare Center and School, US Army Special Operations Command, Fort Bragg, NC, as defined in this Performance Work Statement (PWS). Billing shall be monthly.</p> <p>FOB: Destination</p> <p>MARK SHIPMENT FOR: W90MAT20180108</p> <p>PSC CD: U099</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002					
OPTION	<p>Medical Instructor Expansion</p> <p>FFP</p> <p>This CLIN will only be utilized to increase instructor support if the Government determines additional growth is validated due to increase in class size. If exercised, support will be negotiated at the labor rates incorporated within the fixed-price of the current year of performance. Growth will not exceed 15% of the current level of performance.</p> <p>MARK SHIPMENT FOR: W90MAT20180108</p>				

NET AMT

H9223918R0011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA OPTION	JSOMTC AMI Instruction (reserved) FFP This CLIN will be utilized to increase AMI instructor support if the Government determines additional support is required due to increase in class size. The AMI Instructor rate for this period is \$_____. FOB: Destination PSC CD: U099				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB OPTION	JSOMTC SOF-P Instruction (reserved) FFP This CLIN will be utilized to increase SOF-P instructor support if the Government determines additional support is required due to increase in class size. The AMI Instructor rate for this period is \$_____. FOB: Destination PSC CD: U099				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Travel COST The Contractor shall be required to travel IAW PWS 1.6.16.6. Government pre-approval of all travel is required. The reasonableness and allowability of travel costs (only travel and per diem) shall be governed by the Federal Acquisition Regulation (FAR) Part 31.205-46. Not to Exceed \$25,000.00 FOB: Destination MARK SHIPMENT FOR: W90MAT20180108 PSC CD: U099				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Each		
OPTION	<p>Contractor Manpower Reporting</p> <p>FFP</p> <p>The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the United States Army Special Operations Command via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/</p> <p>Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Contractors may direct questions to the help desk at: http://www.ecmra.mil/.</p> <p>NOTE: If the reporting is not separately priced, insert "NSP" in the blank space under "Amount".</p> <p>FOB: Destination</p> <p>MARK SHIPMENT FOR: W90MAT20180108</p> <p>PSC CD: U099</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	<p>JSOMTC Medical Instructor Support Svcs</p> <p>FFP</p> <p>The Contractor shall provide qualified instructors and provide basic and advanced medical instruction for the JSOMTC Medical Courses in accordance with the most current POI. The contractor shall provide instruction and medical instruction writing support in all the Special Operations Forces (SOF) Medical Skills Sustainment Course (SOCMSSC) and Special Operations Combat Medic (SOCM) /Special Forces Medic Sergeant (SFMS) Courses, and Special Forces Medical Sergeant Skills Sustainment Course (SFMS3) offered by the Joint Special Operations Medical Training Center (JSOMTC), US Army John F Kennedy Special Warfare Center and School, US Army Special Operations Command, Fort Bragg, NC, as defined in this Performance Work Statement (PWS). Billing shall be monthly.</p> <p>FOB: Destination</p> <p>MARK SHIPMENT FOR: W90MAT20180108</p> <p>PSC CD: U099</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002					
OPTION	<p>Medical Instructor Expansion</p> <p>FFP</p> <p>This CLIN will only be utilized to increase instructor support if the Government determines additional growth is validated due to increase in class size. If exercised, support will be negotiated at the labor rates incorporated within the fixed-price of the current year of performance. Growth will not exceed 15% of the current level of performance.</p> <p>MARK SHIPMENT FOR: W90MAT20180108</p>				

NET AMT

H9223918R0011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA OPTION	JSOMTC AMI Instruction (reserved) FFP This CLIN will be utilized to increase AMI instructor support if the Government determines additional support is required due to increase in class size. The AMI Instructor rate for this period is \$_____. FOB: Destination PSC CD: U099				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB OPTION	JSOMTC SOF-P Instruction (reserved) FFP This CLIN will be utilized to increase SOF-P instructor support if the Government determines additional support is required due to increase in class size. The AMI Instructor rate for this period is \$_____. FOB: Destination PSC CD: U099				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Travel COST The Contractor shall be required to travel IAW PWS 1.6.16.6. Government pre-approval of all travel is required. The reasonableness and allowability of travel costs (only travel and per diem) shall be governed by the Federal Acquisition Regulation (FAR) Part 31.205-46. Not to Exceed \$25,000.00 FOB: Destination MARK SHIPMENT FOR: W90MAT20180108 PSC CD: U099				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Contractor Manpower Reporting FFP The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the United States Army Special Operations Command via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/ Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2021. Contractors may direct questions to the help desk at: http://www.ecmra.mil/ . NOTE: If the reporting is not separately priced, insert "NSP" in the blank space under "Amount". FOB: Destination MARK SHIPMENT FOR: W90MAT20180108 PSC CD: U099	1	Each		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	<p>JSOMTC Medical Instructor Support Svcs FFP</p> <p>The Contractor shall provide qualified instructors and provide basic and advanced medical instruction for the JSOMTC Medical Courses in accordance with the most current POI. The contractor shall provide instruction and medical instruction writing support in all the Special Operations Forces (SOF) Medical Skills Sustainment Course (SOCMSSC) and Special Operations Combat Medic (SOCM) /Special Forces Medic Sergeant (SFMS) Courses, and Special Forces Medical Sergeant Skills Sustainment Course (SFMS3) offered by the Joint Special Operations Medical Training Center (JSOMTC), US Army John F Kennedy Special Warfare Center and School, US Army Special Operations Command, Fort Bragg, NC, as defined in this Performance Work Statement (PWS). Billing shall be monthly.</p> <p>FOB: Destination MARK SHIPMENT FOR: W90MAT20180108</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	<p>Medical Instructor Expansion FFP</p> <p>This CLIN will only be utilized to increase instructor support if the Government determines additional growth is validated due to increase in class size. If exercised, support will be negotiated at the labor rates incorporated within the fixed-price of the current year of performance. Growth will not exceed 15% of the current level of performance.</p> <p>MARK SHIPMENT FOR: W90MAT20180108</p>				

NET AMT

H9223918R0011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AA OPTION	JSOMTC AMI Instruction (reserved) FFP This CLIN will be utilized to increase AMI instructor support if the Government determines additional support is required due to increase in class size. The AMI Instructor rate for this period is \$_____. FOB: Destination PSC CD: U099				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AB OPTION	JSOMTC SOF-P Instruction (reserved) FFP This CLIN will be utilized to increase SOF-P instructor support if the Government determines additional support is required due to increase in class size. The AMI Instructor rate for this period is \$_____. FOB: Destination PSC CD: U099				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Travel COST The Contractor shall be required to travel IAW PWS 1.6.16.6. Government pre-approval of all travel is required. The reasonableness and allowability of travel costs (only travel and per diem) shall be governed by the Federal Acquisition Regulation (FAR) Part 31.205-46. Not to Exceed \$25,000.00 FOB: Destination MARK SHIPMENT FOR: W90MAT20180108 PSC CD: U099				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	Contractor Manpower Reporting FFP The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the United States Army Special Operations Command via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/ Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2022. Contractors may direct questions to the help desk at: http://www.ecmra.mil/ . NOTE: If the reporting is not separately priced, insert "NSP" in the blank space under "Amount". FOB: Destination MARK SHIPMENT FOR: W90MAT20180108 PSC CD: U099	1	Each		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	<p>JSOMTC Medical Instructor Support Svcs</p> <p>FFP</p> <p>The Contractor shall provide qualified instructors and provide basic and advanced medical instruction for the JSOMTC Medical Courses in accordance with the most current POI. The contractor shall provide instruction and medical instruction writing support in all the Special Operations Forces (SOF) Medical Skills Sustainment Course (SOCMSSC) and Special Operations Combat Medic (SOCM) /Special Forces Medic Sergeant (SFMS) Courses, and Special Forces Medical Sergeant Skills Sustainment Course (SFMS3) offered by the Joint Special Operations Medical Training Center (JSOMTC), US Army John F Kennedy Special Warfare Center and School, US Army Special Operations Command, Fort Bragg, NC, as defined in this Performance Work Statement (PWS). Billing shall be monthly.</p> <p>FOB: Destination</p> <p>MARK SHIPMENT FOR: W90MAT20180108</p> <p>PSC CD: U099</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002					
OPTION	<p>Medical Instructor Expansion</p> <p>FFP</p> <p>This CLIN will only be utilized to increase instructor support if the Government determines additional growth is validated due to increase in class size. If exercised, support will be negotiated at the labor rates incorporated within the fixed-price of the current year of performance. Growth will not exceed 15% of the current level of performance.</p> <p>MARK SHIPMENT FOR: W90MAT20180108</p>				

NET AMT

H9223918R0011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AA OPTION	JSOMTC AMI Instruction (reserved) FFP This CLIN will be utilized to increase AMI instructor support if the Government determines additional support is required due to increase in class size. The AMI Instructor rate for this period is \$_____. FOB: Destination PSC CD: U099				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AB OPTION	JSOMTC SOF-P Instruction (reserved) FFP This CLIN will be utilized to increase SOF-P instructor support if the Government determines additional support is required due to increase in class size. The AMI Instructor rate for this period is \$_____. FOB: Destination PSC CD: U099				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Travel COST The Contractor shall be required to travel IAW PWS 1.6.16.6. Government pre-approval of all travel is required. The reasonableness and allowability of travel costs (only travel and per diem) shall be governed by the Federal Acquisition Regulation (FAR) Part 31.205-46. Not to Exceed \$25,000.00 FOB: Destination MARK SHIPMENT FOR: W90MAT20180108 PSC CD: U099				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	Contractor Manpower Reporting FFP The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the United States Army Special Operations Command via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/ Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2023. Contractors may direct questions to the help desk at: http://www.ecmra.mil/ . NOTE: If the reporting is not separately priced, insert "NSP" in the blank space under "Amount". FOB: Destination MARK SHIPMENT FOR: W90MAT20180108 PSC CD: U099	1	Each		

NET AMT

TOTALS

Phase In: \$ _____
Base Year:\$ _____
1st Option: \$ _____
2nd Option:\$ _____
3rd Option:\$ _____
4th Option:\$ _____

TOTAL:\$ _____

Section C - Descriptions and Specifications

MEDICAL INSTRUCTION

PERFORMANCE WORK STATEMENT (PWS)

Joint Special Operations Medical Training Center
Medical Instruction and Medical Instructor Writer Support

Part I

General Information

1. GENERAL: This is a non-personal services contract to provide Special Operations Forces Medical Instruction and Instructional Writing support services for the Joint Special Operations Medical Training Center (JSOMTC), United States Army John F Kennedy Special Warfare Center and School, Fort Bragg, North Carolina in accordance with this PWS. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The Contractor, in turn, shall be accountable to the Government for Contractor or subcontractor personnel.

1.1. Description of Services/Introduction: The Contractor shall provide all personnel, supervision, and other non-personal services necessary to perform medical training and support services as specified in the PWS at Fort Bragg, North Carolina. The Contractor shall provide medical instruction and medical instruction writing support in all the Special Operations Forces (SOF) Medical Skills Sustainment Course (SOCMSSC) and Special Operations Combat Medic (SOCM) /Special Forces Medic Sergeant (SFMS) Courses, and Special Forces Medical Sergeant Skills Sustainment Course (SFMS3) offered by the Joint Special Operations Medical Training Center (JSOMTC), US Army John F Kennedy Special Warfare Center and School, US Army Special Operations Command, Fort Bragg, NC, as defined in this Performance Work Statement (PWS). The Contractor shall teach all classes in strict accordance with the Program of Instruction (POI) and lesson plans approved by the Government. The Contractor shall perform in accordance with (IAW) the terms and conditions of the contract and consistently with the established standards in this PWS and contract.

1.2. Background: The JSOMTC has a state-of-the-art training facility that provides instruction to all Special Operations Forces (SOF) medics from all branches of the military. The facility is located at Fort Bragg, North Carolina. The facility is equipped with telecommunications network with associated Automatic Data Processing (ADP) equipment, Command and Control Communication (C3), and Visual Information (VI) related equipment within the facility. The purpose of this modern integrated telecommunications system is to support effective and efficient instruction. Additionally, the facility provides administrative and logistical support for assigned personnel.

1.2.1 Overview. This PWS defines the requirements for the contractor support for specified training programs. In the JSOMTC many of the training programs are joint services programs. Proposed curriculum changes and any other modifications of the program shall be approved by the Joint Services Board of Regents (BOR), which serves the JSOMTC. Additionally, the PWS defines the support required in the development/ implementation of training, and development of training aids. The Contracting Officer's Representative (COR) or Alternate (ACOR) at the JSOMTC will serve as the administrative liaison to the contractor.

1.3. Objectives: The basic service objective includes the following:

1.3.1. Desired Outcome. The JSOMTC plays a critical role in the preparation of Special Operations Forces Medics for USSOCOM. The JSOMTC provides these students with extensive didactic and practical medical education and training. This preparation will produce highly qualified U.S. Army Special Forces Medical Sergeants (18Ds), Special Operations Independent Duty Corpsman (SOIDC), and Special Operations Combat Medics (SOCM) with enhanced trauma, surgical, and medical skills. These graduates provide medical, dental, and veterinary care in locations and under circumstances that inhibit or prohibit access to traditional health care professionals. Instructors at the JSOMTC shall train students to independently perform lifesaving emergency medical services in austere battlefield conditions worldwide. The training includes advanced medical procedures, trauma management, surgical

procedures, management of tropical medicine, and emergency dental care. The graduates are capable of performing emergency medical treatments and providing medical care at various levels in challenging and harsh environments or situations where they may be the only available medical professional. 18Ds and SOIDCs have been trained to hold and care for all types of patients indefinitely based on the tactical situation. SOCMs have been trained to hold and care for patients up to 72 hours based on the tactical situation.

1.3.1.1. Advanced Medical Instructors (AMI) and other medical instructors will be expected to train utilizing the current approved Programs of Instruction (POI) and lesson plans. Their efficacy as instructors will be monitored and evaluated based on student's scores on over 50 written tests. A computer based testing system allows evaluation of students results on each block of training in the POI. Test scores in current classes are compared to historical testing data to ensure that the current cadre is training to standard.

1.3.1.2. At a minimum, the instructors shall present training in areas that provide a combination of operational medicine and trauma. Examples of this training shall include areas such as:

- Anatomy
- Physiology
- Basic physical exam techniques
- Medical patient assessment
- Medical documentation
- Combat casualty care
- Live tissue training
- Pre-hospital trauma emergencies and care
- Advanced Cardiac Life Support (ACLS)
- Pediatric Education for Pre-Hospital Professionals (PEPP)
- Basic Life Support (BLS)
- Pre-Hospital Trauma Life Support (PHTLS)

1.3.1.2.1. Student Learning Outcomes/Program Outcomes. The program intends to train and qualify selected noncommissioned officers in the basic skills and knowledge required to perform duties as a medical sergeant on a Special Forces A detachment, as a Special Operations Independent Duty Corpsman for Naval Special Warfare Command (NAVSPECWARCOM), or as a Special Operations Combat Medic for USASOC, NAVSPECWARCOM, Air Force Special Operations Command (AFSOC), or Marine Corp Forces Special Operations Command (MARSOC).

1.3.1.2.2. The students will be trained to successfully perform/manage:

- Trauma
- Local, regional, and general anesthesia
- Acute medical emergencies
- Chronic medical conditions
- Environmental illnesses
- Preventive medicine
- Wound care for individuals post injury
- Emergency dental care.

1.2.3.5 The students will be trained to provide this for:

- US Forces
- Coalition Troops
- Host Nation Personnel
- Enemy Combatants

1.4. Scope: Services include Special Operations Forces Medical Instruction and Instructional Writing support services.

1.4.1. The scope of this training includes the following: Basic Life Support (BLS) / Automatic External Defibrillation (AED); pharmaceutical calculations; anatomy; physiology; pathophysiology; medical terminology; basic physical exam techniques; medical documentation; pharmacology; basic airway management; medical patient assessment for medical emergencies; advanced airway management; patient management skills; pre-hospital trauma life support (PHTLS); trauma surgical skills lab; operating room procedures and glove and gown; tactical combat casualty care skills; combat trauma management; obstetrical (OB) and gynecological (GYN) emergencies; emergency cardiac care and pharmacology; EMT-Basic certification; Advanced Cardiac Life Support (ACLS); Pediatric Advanced Life Support (PALS); Clinical and ambulance rotation (at civilian medical centers); Advanced Tactical Practitioner certification; EMT-Paramedic certification (optional); medical mission planning; field treatment of CBRNE (Chemical, Biological, Radiological, Nuclear and Explosive) casualty; preventive medicine; physical diagnosis; dental; laboratory; medical subjects and case studies: dive and high altitude medicine, heat and cold weather and travel medicine, blast injuries and high and low velocity wounds; endocrine, metabolic, nutritional, psychiatric, neurological, hematological, immune and allergic disorders; pain control, poisoning, fluids-electrolytes and replacement products; infectious diseases; and medical disorders involving body systems; GYN / OB disorders and examination; orthopedic principles and disorders; casting techniques; initial and long term wound care; surgical procedures, regional anesthesia, pre-anesthesia, anesthesia, post anesthesia care, nursing care, records and reports, radiology, and central materials service; Clinical preceptorship includes the clinical training/experience and evaluation on ability to apply patient assessment/management/care skills in various clinical settings, rotations through surgery, dermatology, pediatrics, orthopedics, radiology, preventive medicine/community health and the outpatient/family practice clinics;

1.4.2. The scope of this contract also includes medical instructor writing services and POI review and recommendations.

1.5. Period of Performance: Phase-In: Two (2) month Period; Base Year: 10 months Period; Option Years: Four (4) 12 month Option Periods.

1.6. General Information

1.6.1. Quality Control: Quality Control is the responsibility of the Contractor. The Contractor is responsible for the delivery of quality services/supplies to the Government (see FAR 52.246-1 Contractor Inspection Requirements).

1.6.1.1. Quality Control Program: The Government is committed to a highly interactive relationship between quality control by the Contractor and quality assurance by the government recipient of services. This relationship shall be achieved through an effective Prevention Based Quality Control Program dedicated to ensuring the best possible products and services to end users. The Contractor shall provide their final written Quality Control Plan (QCP) no later than (NLT) the pre-award conference and within five (5) days of any proposed changes

1.6.1.1.1. The Contractor's quality program shall demonstrate its prevention-based outlook by meeting the objectives stated in the PWS throughout all areas of performance. The QCP shall be developed to specify the Contractor's responsibility for management and quality control actions to meet the terms of the contract.

1.6.1.1.2. The QCP as a minimum shall address continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; description of the methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints; an internal inspection program covering all the services listed on the Performance Requirements Summary and shall specify the areas to be inspected on either a scheduled or unscheduled basis and how often the inspections will be accomplished and the title of the individual(s) who will perform the inspection.

1.6.1.1.3. Upon request from the COR/ACOR, the Contractor shall provide, all reports generated as a result of the Contractor's quality control efforts to include all inspections and corrective action steps. This shall include any summary information used to track quality control, including any charts/graphs.

1.6.1.1.4. The Contractor's QCP shall be incorporated into and become part of this contract after the plan has been accepted by the KO. Proposed changes made after KO acceptance shall be submitted in writing through the COR to the KO for review and acceptance prior to implementing any revision. The Contractor's QCP shall be maintained throughout the life of the contract and shall include the Contractor's procedures to routinely evaluate the effectiveness of the plan to ensure the Contractor is meeting the performance standards and requirements of the contract.

1.6.1.2. Contractor Discrepancy Report (CDR): When the Contractor's performance is unsatisfactory, a CDR will be issued. The Contractor shall reply in writing within five (5) work days from the date of receipt of the CDR, giving the reasons for the unsatisfactory performance, corrective action taken, and procedures to preclude recurrence.

1.6.1.3. Quality Assurance: The COR will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP) and the Performance Requirements Summary at Technical Exhibit 1. This plan is primarily focused on what the COR must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). The acknowledgement of the observation does not necessarily constitute Contractor concurrence with the observation, only that the Contractor has been made aware of the defective performance. The contractor's Contract Manager shall state the corrective action taken and the methods used to prevent future occurrences at no cost to the Government.

1.6.1.3.1. When an observation indicates defective performance, the COR will request the Contractor, Contract Manager or site representative to initial the observation acknowledging the defect.

1.6.1.3.2. The Government will record all surveillance observations. The Government will then document the contractor's overall performance in a monthly Performance Evaluation Report (PER) and Receiving Report.

1.6.1.3.3. Performance Evaluation Meetings. The Government may require Performance Evaluation Meetings (PEM) every week during the first month of the contract, every two weeks during the next two months of the contract and not less than every quarter thereafter. Attendance of the Contract Manager (CM), the senior instructor manager, the senior instructors, the COR and other Government personnel as deemed appropriate by the Contracting Officer is required. The COR or the CM may also request any needed unscheduled meetings. Documentation of such meetings may be appended to the PER or the next PEM.

1.6.1.3.4. Should the contractor not concur with the PER, the Contractor shall so state any areas of non-concurrence in writing to the Contracting Officer within 10 calendar days of receipt.

1.6.1.3.5. Officers of the Board of Regents, Officers from USSOCOM or the respective Special Operations Commands, Officials of the NREMT, the American College of Surgeons, members of the Institutional Animal Control Use Committee, the American Heart Association, the Military Training Network, any state EMT-P licensing officials or authorities approved by the Government including military officers of the three services might be permitted to visit classes. The COR will maintain and refer to reports documenting the observations of officials from these or other bodies recognized and allowed access by the Government. These reports may be attached to the PER as appendices.

1.6.2. Property Management System: The Government will not be issuing any property.

1.6.3. Recognized Federal Holidays: The Contractor shall not be required to perform services on recognized federal holidays. The recognized federal holidays include:

New Year's Day
Martin Luther King Jr.'s Birthday
Washington's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

1.6.3.1. When a holiday occurs on a Saturday, Federal employees are normally granted the previous Friday as the holiday observance. When a holiday occurs on a Sunday, Federal employees are normally granted the following Monday as the holiday. The contractor shall work on the days the Government is scheduled to work.

1.6.3.2. When an unforeseen installation closure occurs on a regularly scheduled day of work, the Contractor will have the following options:

1.6.3.2.1. Reschedule the work so it is performed the following day unless the following day falls on a weekend.

1.6.3.2.2. Reschedule the work on any day that is mutually satisfactory.

1.6.4. Hours of Operation: The Contractor shall be responsible for providing services, between the core hours of 8:00 AM – 5:00 PM Monday through Friday (i.e. POI development and during times of non-instruction), except federal holidays or when the government facility is closed due to local or national emergencies, administrative closings or similar government directed facility closings.

Generally, preparation and teaching hours for the contract instructors and staff will be within the hours mentioned with an hour for lunch each day. However, the specific hours of operation and schedules may vary by individual sections based upon the needs of the mission and the complexity and schedule of the POI.

1.6.4.1. Some instructors may be required to participate in periodic weekend and evening blocks of training, or specialized training/field training in an austere environment outside of those hours. Since the students are military, it is possible that unforeseeable events may force sudden adjustments in a class schedule. The schedule may vary at any time, even frequently and with short notice to require instructors to be present to work a compressed work schedule for longer work days, not to exceed 16 hours in any one day. The latter part of the SOCM course requires field training. This course is taught 8 times a year. Historically, this compressed work schedule was required 8 months per option period and applicable to 16 SOF Medical Instructors performing Technical Writer/Training Development tasks. During the field prep and actual field training, students work longer than normal days, therefore SOF Technical Writer/Training Developer instructors that work in those blocks of instruction work a compressed 80 hour schedule in a two week period. The required number of SOF Technical Writer/Training Developer instructors for these periods will not exceed 25%. Duty on a Saturday or Sunday may also occasionally be required but no instructor shall be required more than 25 weekend days per year.

1.6.4.2. The Contractor shall at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential to successful performance under this contract. Any quality control/assurance training observation by the contractor will not interfere with ongoing training. No overtime (OT) is authorized. Flexible work schedule may be considered as long as they are managed by the Contractor and ensures that there is no disruption to training.

1.6.5. Place of Performance: The Contractor shall have routine access to Government-controlled facilities. The work to be performed under this contract shall be accomplished at Bldg. 5-3845 Combat Medic Dr. Bldg. 352 Virgin St and the National Training AREA -1 (NTA-1) Vic Hwy 690/Vass Road at Fort Bragg, NC.

1.6.6. Security Requirements: Contractor personnel shall have the appropriate level at the start of the period of performance. The SECRET CLEARANCE must be maintained for the duration of the contract. The security requirements are in accordance with the attached DD254. All Contractor personnel shall comply with all applicable security and safety regulations, guidance, and procedures, including local, referenced in this PWS and in effect at the work sites. All personnel must meet requirements IAW DODD 8570.

1.6.6.1. Security of Classified Items, Systems, and Information. The Contractor shall possess or obtain a facility clearance at the classification level of SECRET at time of proposal submission. The Contractor shall be required to submit all applicable company information necessary to adjudicate a facility security clearance utilizing a Government-furnished DD Form 254.

1.6.6.1.1 The provisions of DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), 28 February 2006, apply.

1.6.6.1.2. The Contractor **must have** a Facility Clearance and individual clearances at the appropriate level **at all times during contract award**. The Contractor must obtain a Facility Clearance at the appropriate level (IAW the NISPOM DoD 5220.22-M) prior to **proposal submission**. Contractor personnel performing work under this contract must have the required security clearance at the appropriate level at the start of the their **work under this contract**. Security clearances and Facility Clearance (FCL) requirements are required to be maintained for the life of the contract in accordance with the DD254 attached to the contract.

1.6.6.1.3. Pre-screen applicants using E-Verify Program. The Contractor must pre-screen applicants using the E-verify Program (<http://www.dhs.gov/E-Verify>) website to meet the established employment eligibility requirements. The Contractor must ensure that the applicant has two valid forms of government issued identification. An initial list of applicants must be provided to the COR later than 7 business days after the initial contract award to start the CI-focused security screening process.

1.6.6.2. Physical Security: The Contractor shall be responsible for safeguarding all Government property provided for contractor use. At the close of each work period the contractor shall secure Government equipment and classified documents or classified Information Technology/Information Management(IT/IM) items in accordance with the NISPOM, Industrial Security Regulation (DoD 5220.22-R) and applicable US Army Directives, Regulations, and policies.

1.6.7. Key/Badge Control: The Contractor shall establish and implement methods of ensuring that all badges and keys issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No badges or keys issued the contractor by the Government shall be duplicated by the contractor. The COR will provide procedures covering badge and key control that shall be included in the quality control plan.

1.6.7.1. The Contractor shall report the occurrences of lost badges or keys to the Contracting Officer Representative within 24 hours of loss.

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

1.6.7.3. The Contractor shall prohibit the use of Government issued keys by any persons other than Contractor's personnel. The Contractor shall prohibit the opening of locked areas by Contractor personnel to permit entrance of persons other than Contractor personnel engaged in the performance of assigned work in those areas, or personnel authorized entrance by the COR.

1.6.8. Special Qualifications.

1.6.8.1. General:

1.6.8.1.1. EMPLOYEES (General): The Government has the right to restrict the performance under this contract of any contract employee, or prospective contract employee, who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

1.6.8.1.1.1. Conflict of Interest: The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest.

1.6.8.1.1.2. Off Duty Military Personnel: The Contractor is cautioned that off duty active military personnel hired under this contract may be subject to permanent change of station (PCS), change in duty hours or deployment.

Military Reservists and National Guard members may be subject to recall to active duty. Their absence at any time shall not constitute an excuse for nonperformance under this contract.

1.6.8.1.2. English Language: Contractor personnel performing work under this contract shall be able to read, write, speak, and understand the English language to effectively carry out all contract requirements. They shall have a command of both the written and spoken English language to properly clearly, and effectively communicate in person or via electronic devices (telephone or Email) with co-workers, customers, and the general public.

1.6.8.1.3. U.S. Citizenship: Contractor personnel performing work under this contract shall be U.S. citizens unless the provisions of Army Regulation 25-2, Information Assurance have been fully completed and approval has been granted by the Government for the non-U.S. citizen to perform the required support and possess a valid civilian driver's license issued in the United States.

1.6.8.1.4. **RESERVED**

1.6.8.1.5. Access and General Protection/Security Policy and Procedures: All contractor employees, including subcontractor employees, requiring access to an Army or USSOCOM controlled installation, facility, or area shall comply with applicable security policies and procedures (provided by the government representative). This includes policies pertaining to the use or prohibition of electronic recorders, devices, cameras, etc. If the Contractor is required to take photographs or videos on a Government Installation, the Contractor must obtain written permission from the Senior Commander. The contractor shall also provide all information required for background checks to meet installation and facility access requirements to be completed by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA, USSOCOM, USASOC and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.6.8.1.6. Anti-Terrorism (AT) Program:

1.6.8.1.6.1. Anti-Terrorism (AT) Level I Training: All contractor employees, including subcontractor employees, requiring access to an Army or USSOCOM controlled installation, facility, or area shall complete AT Level I Awareness Training within 60 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contract employee and subcontract employee to the COR (or to the contracting officer, if a COR is not assigned) within 90 calendar days after completion of the training by all employees and subcontractor personnel. This is an annual training requirement. AT Level I training is available at: <https://jkodirect.jten.mil/Atlas2/faces/page/login/Login.seam>.

1.6.8.1.7. iWATCH Training: The Contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the government requiring activity Antiterrorism Officer (ATO)). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR or the designated security office. Training shall be completed within 60 calendar days of contract award and within 30 calendar days of new employees' commencing performance with the results reported to the COR.

1.6.8.1.8. Common Access Cards (CAC):

1.6.8.1.8.1. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity,

an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

1.6.8.1.8.2. For contractors to maintain and recover a CAC. Contractor shall comply with DoDI 5200.46, dated 9 Sep 14, DoD Investigative and Adjudicative Guidance for Issuing the Common Access Card (CAC). When eligibility is denied, revoked, contract completion, or contractor fails to maintain the DODI Basic Adjudication Standards or Supplemental Adjudication Standards listed within, CACs will be recovered by the Contractor and will immediately be rendered inoperable and returned to the COR or the local Real-time Automated Personnel Identification System (RAPIDS) site and the turn-in receipt forwarded to the COR. In addition, agencies' physical and logical access systems will be immediately updated to eliminate the use of a CAC for access. Contractor shall report departed employees and the dates their CAC were returned to the COR or RAPIDS site as of the last day of the month on a monthly basis IAW SOFARS clause 5652.242-9002. The report will include the names and circumstances of those departed employees whose CAC was not retrieved. Negative reports are required.

1.6.8.1.9. Contractor Employees Requiring Access to Government Information Systems: Contractor shall have access to Government-controlled information systems during performance of work under this contract. All contractor employees and associated subcontractors who require access to a government information system shall be registered in the ATCTS (Army Training Certification Tracking System) at commencement of support services, and must successfully complete the DoD Information Assurance Awareness prior to access to the information systems. Training shall be required annually after the initial training. Completion certificates shall be submitted to the COR within fifteen (15) calendar days from date of commencing performance under this contract.

1.6.8.1.10. Requirement for OPSEC Training: OPSEC Training: Per AR 530-1, Operations Security, new contract employees must complete OPSEC Level I training within 30 calendar days of reporting for duty. All contract employees must complete annual OPSEC Awareness Training.

1.6.8.1.11. Information assurance (IA)/information technology (IT) training: All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD, Army, USSOCOM and USASOC training requirements in DODD 8570.01, DoD 8570.01-M, AR 25-2 and published USSOCOM and USASOC requirements within 180 calendar days of employment.

1.6.8.1.12. **CONTRACT EMPLOYEE TRAINING**

1.6.8.1.12.1. All contract employees may be required to undergo specialized training above the minimum stated to qualify as faculty for the Government. Such training will be provided by the Government and shall be a part of required duties, to take place after contract performance commences.

1.6.8.1.12.2. As part of the required training, all instructors shall successfully complete a specialized block of training for the live tissue laboratory. The training will be conducted by a Government physician or veterinarian who will document and retain a listing of the qualified instructors who completed the training. The training and certification will be repeated annually for the duration of the contract.

1.6.8.1.12.3. All instructors participating in live tissue laboratory training shall undergo pre-lab briefings in accordance with Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC) guidelines.

1.6.8.2. Other Qualifications: The Contractor shall ensure that employees are fully trained and have current and valid professional certifications before starting work as specified in this PWS. The Contractor shall also be responsible for maintaining any Contractor employee training requirements and all Contractor employee re-certifications. The Government will not be responsible for any re-certifications.

All instructors shall possess current certifications in the following:

- Basic Life Support Instructor (BLS-I)
- Advanced Cardiac Life Support Instructor (ACLS-I)
- Pediatric Education for Pre-Hospital Professionals (PEPP) Instructor

- American Heart Association (AHA) Certification. AHA certification must be accomplished within 6 weeks of hiring at the contractor's expense.
- Emergency Medical Technician-Paramedic EMT-P, certified IAW NREMT or IAW a U.S. jurisdiction or IAW USSOCOM Advanced Tactical Practitioner (ATP) requirements.

1.6.8.2.1. Advanced Medical Instructor (AMI) Personnel: The Contractor shall provide the JSOMTC qualified Advanced Medical Instructors. These instructors will provide basic and advanced medical instruction for the JSOMTC Medical Courses which includes curriculum course development and recommendations.

- *Minimum Education Requirement:* Must be graduates of a World Health Organization accredited medical school or American Medical Association/American Academy of Physician Assistants accredited physician assistant program or Certified Registered Nurse Anesthetist. Complete an approved Instructor Trainer Course and Instructor Developer Course provided by the Government during work hours.
- *Special Skills/Qualifications Required:* These instructors must have passed the United States Medical Licensing Examination or National Committee on the Certification of Physician Assistants certification test or equivalent nursing licensure exam. All personnel included under this contract shall be able to use the following programs expertly enough to accomplish all of the required tasks without further training:
 - Microsoft Windows OS XP Pro
 - Microsoft Word TM
 - Power Point TM
 - Excel TM
- *Minimal Background/Experience Required:* Have at least one year of experience as a member of a USSOCOM deployable Special Operations unit or at least one year of experience as an instructor in a USSOCOM medical pipeline course.
- *Additional Desired Qualifications/Experience:* All personnel included in this contract shall be familiar with and be able to use the following: Common office equipment: Copiers with collating/stapling capability; fax machines; scanners and varieties of printers; computers--stand alone and in local area networks; telephonic communications to include teleconferencing; paper shredders. Stocking office supplies, answering telephones, taking and delivering messages and other office activities.
- *Security Clearance:* Secret clearance.

1.6.8.2.2. SOF Medical Instructor/Technical Writer/Training Developer: The contractor shall provide the JSOMTC with qualified SOF Technical Writer/Training Developer Instructors. These instructors will instruct National Registry Emergency Technician Basic (B) and Paramedic (P) Courses, and Cardiopulmonary Resuscitation and provide curriculum course development and recommendations.

- *Minimum Education Requirement:* Complete an approved Instructor Trainer Course and Instructor Developer Course provided by the Government during work hours.
- *Special Skills/Qualifications Required:* All personnel included under this contract shall be able to use the following programs expertly enough to accomplish all of the required tasks without further training:
 - Microsoft Windows OS XP Pro
 - Microsoft Word TM
 - Power Point TM
 - Excel TM

- *Minimal Background/Experience Required:* Have at least 1 year experience as a Navy Independent Duty Corpsman; or an Army Special Forces Medic at a grade no less than Sergeant; or a Special Operations Combat Medic; or as an instructor in a USSOCOM medical pipeline course.
- *Additional Desired Qualifications/Experience:* All personnel included in this contract shall be familiar with and be able to use the following: Common office equipment: Copiers with collating/stapling capability; fax machines; scanners and varieties of printers; computers--stand alone and in local area networks; telephonic communications to include teleconferencing; paper shredders. Stocking office supplies, answering telephones, taking and delivering messages and other office activities.
- *Security Clearance:* Secret clearance.
- *Other:* For the instructors of the SFMS3 course, in addition to all the credentials above, each instructor must be an 18D or SOIDC graduate in order to teach the course.

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SOF Tech Writer/Training Developer/Instruct or (SFMS3)	X			X	X	X	X	X	X	X	X	X	X	X
					*Provided at the Government's expense as this is offered only through the Government.									

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

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

1.6.11. Key Personnel: Key personnel shall not be added to or removed from the contract without express acknowledgement of the COR. Any changes to the working status of these key personnel shall be transmitted (in writing) to the KO/COR within ten (10) work days of the proposed change. If, for any reason, any of the key personnel becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days the contractor shall promptly replace personnel with personnel who possess qualifications equal to or better than that of the original employee. The Contractor shall ensure all key personnel terminated or released from employment under this contract are replaced within ten (10) work days of the termination. Contractor shall ensure that all tasks and functions are continually covered, regardless of vacancy.

1.6.11.1. The following are considered key personnel by the Government: The Contractor shall provide an on-site Contract Manager (CM) who shall be responsible for the performance of the work under this contract. The name of this person, and an Assistant Contract Manager (ACM), who shall act for the Contractor when the CM is absent, shall be designated in writing to the KO at the post award conference. The CM or ACM shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The CM or ACM shall be available between the hours of 7:30 AM to 4:30 PM, Monday through Friday, except federal holidays or when the government facility is closed for administrative reasons. The CM or ACM may be a contract instructor.

1.6.11.2. Qualifications for all Key Personnel:

1.6.11.2.1. Contract Manager (CM): The CM shall meet or exceed the following minimum qualifications: The ACM shall meet or exceed the same qualifications as the CM.

Contract Manager (CM): The CM shall meet or exceed the following minimum qualifications:

- *Minimum Education Requirement*: Bachelor's Degree. Ten years Army Special Forces experience may substitute for academic degree.
- *Special Skills/Qualifications Required*: The CM shall have experience working with senior military officers and at a minimum, the CM shall have experience commensurate to that of a senior Non-commissioned Officer (NCO) of the pay grade of E8.
- *Minimal Background/Experience Required*: Four years' experience of senior supervision, management and operation of Mission Command Training Center/Complex, with emphasis on

Special Operation Forces (SOF). Project Management Professional Certification. **Four (4) years of project management experience** may substitute for **professional** certification.

- *Additional Desired Qualifications/Experience:* At least 8 years' experience at Special Forces Group or higher Army or Joint Special Operations organizations.. Experience with Special Warfare Center & School (SWCS) Training Management System.

- *Security Clearance:* Secret clearance.

1.6.11.2.2. **Senior Instructor Manager:** The Contractor shall provide an on-site senior instructor manager (SIM), who (at a minimum) shall be responsible for the quality of all exercises, contract instruction, ensuring instructors are qualified prior to instruction, compliance of employee security requirements, and coordination with subject matter experts (SME) teaching specific skill blocks of instruction. The SIM shall be one of the "working" contract instructors and will require the same credentials as listed for the **SOF Medical Instructor/Technical Writer/Training Developer in PWS Section 1.6.8.2.2**. The name of this person and an alternate(s) who shall serve as the SIM shall be designated in writing to the Contracting Officer prior to the contract start date.

- *Minimum Education Requirement:* Bachelor's Degree. Four years Army Special Forces experience may substitute for academic degree.

- *Minimal Background/Experience Required:* **Four (4)** years experience of supervision, management and operation of Mission Command Training Center/Complex, with emphasis on Special Operation Forces (SOF) unique exercises. The Contractor shall have experience working with military personnel, to include senior military officers; general manager experience and prior contract experience.

- *Additional Desired Qualifications/Experience:* Experience (8 Years) at Special Forces battalion or higher Army or Joint Special Operations organizations. Project Management Professional Certification. Experience may substitute for certification. Experience with Special Warfare Center & School (SWCS) Training Management System.

- *Security Clearance:* Secret clearance.

1.6.12. **Contractor Personnel:**

1.6.12.1. **Identification of Contractor Personnel:** All Contractor personnel attending meetings, answering government telephones, and working in other situations where their Contractor status is not obvious to third parties, are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials.

1.6.12.1.1. All Contractor personnel performing work under this contract shall obtain a Department of Defense (DoD) Common Access Card (CAC) and ID Badge. The ID Badge shall be worn at all times, when performing work under this contract, to include attending government meetings and conferences. Unless otherwise specified in the contract, Contractor personnel shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist, except when safety or health reasons prohibit such placement or when being used for computer access.

1.6.12.1.2. **CAC Time Frames:** Contractor personnel shall be required to obtain a CAC at least ten (10) work days prior to start of base contract period or prior to performance under this contract, whichever comes first.

1.6.12.1.3. **Personnel Roster:** The Contractor shall develop, maintain, and provide to the COR an updated roster which shall include names and positions of all Contractor personnel as well as indicating which employees were issued CAC or other forms of government identification cards. The Contractor shall

submit initial roster to the COR within ten (10) calendar days after commencement of base period of performance.

1.6.12.1.4. The Contractor shall immediately report any lost CAC or government issued identification cards to the COR and Military and/or DoD police agencies. The Contractor shall immediately collect the CAC and other government issued forms of identification upon termination of employee, or at the end of the contract performance period. The CAC and other government issued forms of identification shall be returned to the COR within one (1) hour of employee termination, or at the end of contract performance period, whichever comes first. Final payment may be delayed if Contractor fails to comply with these requirements.

1.6.12.2. Contractor Personnel Appearance and Performance: It is essential that all Contractor personnel meet the highest standards of professionalism and personal integrity. The Contractor shall ensure their personnel do not perform work under the influence of alcohol, illegal prescribed drugs or any other incapacitating agents. Contractor personnel shall be neatly groomed and dressed in business casual for podium instruction presenting a professional appearance at all times. Other appropriate attire may be worn in accordance with section assignments. i.e scrubs and field uniforms where applicable.

1.6.13. Contractor Travel: Contractor may be required to travel CONUS during the performance of this contract to attend meetings, conferences, and Government training. The Contractor may be required to travel in support of this contract. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR), FAR 31.205-46, and the limitation of funds specified in this contract. All travel requires advanced approval/authorization by the COR/ACOR at least 7 days prior to travel.

1.6.13.1. The trip report template shall include at a minimum: Travelers name, position, reason for travel, mode of travel, duration of travel, destinations, organization visited, key personnel assisted (name, position, and phone number), significant activities accomplished and corresponding PWS reference, systems involved, discussion background, follow-up requirements, recommendations/ comments, and signature block.

1.6.13.1.1. Travel Reimbursement. Shall be paid in accordance with the Joint Federal Travel Regulation (JFTR), FAR and associated cost principles. In order to be reimbursed for contract employee travel expenses the following supporting documentation shall be provided to the USASOC Contracting Office. The contractor is to provide the information that is applicable to the specific travel performed.

1.6.13.1.2. Document from the Government requiring the travel referencing the individual(s) to travel, the location and date(s) required.

1.6.13.1.3. Paid receipt for airline tickets. Tickets shall be purchased using the most economical rates available for the required travel that allows for mission support.

1.6.13.1.4. Paid receipt for hotel expenses. Costs for meals, movies, etc. must be billed separately. They can appear on the hotel receipt but will not be treated as hotel costs. Applicable taxes may be included in the request for reimbursement of hotel expenses.

1.6.13.1.5. Paid receipts for rental cars, if authorized by the tasking document provided by the Government. Efforts to obtain the most economical rates should be taken.

1.6.13.1.6. Any other paid receipts for expenses exceeding \$75.00 each should be provided and explained.

1.6.13.1.7. Meals and Incidentals will be paid in accordance with corporate policy, but not to exceed the limits in the Joint Travel Regulation (JTR).

1.6.13.1.1.g. POV mileage information.

1.6.14. Data Rights: The Government has unlimited rights to all documents/material produced under this contract to the extent permitted by the data rights clauses.

1.6.15. Organizational Conflict of Interest: The provisions of FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern this contract. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.16. Phase-In/Phase-Out Periods:

1.6.16.1. Phase-In: To minimize any decreases in productivity and to prevent possible negative impact on additional services, the Contractor shall have all personnel on board, during the month phase-in period. During the phase-in period, the Contractor shall become familiar with performance requirements, in order to commence full performance of services on the start of the base period of performance. In order to maximize the effectiveness of the transition process, an initial meeting between the Government's representatives and contractor's Contract Manager shall be conducted to address Phase-In or Phase-Out, as appropriate. At the initial meeting, the schedule (to include number and frequency) for follow-on weekly progress meetings shall be confirmed. The contractor shall be available to meet with the Government at all times during the Phase-In/Out periods. In the event the incumbent contractor is also the successor contractor, these meetings will not be waived, since the orderly transition from one work specification to another shall also require significant contractor and Government management involvement in the transition process.

1.6.16.1.1. COR Coordination: During the Phase-In, the Contractor shall coordinate with the Contracting Officer Representative (COR) for the following: Obtain CAC and JSOMTC Facility Access ID Badges,

1.6.16.1.1.1. The incoming contractor shall ensure that its Phase-In processes do not hinder or interfere with normal operations and that maximum effort is made to avoid loss of productivity.

1.6.16.1.1.2. The incoming contractor shall: observe operations of the incumbent's work force, interview work force personnel off-site, secure insurance, required certifications, required clearances, and license documents needed to accomplish all contract requirements. Any and all required proof of insurance, certificates, etc. shall be provided to the Government at the post award conference.

1.6.16.1.1.3. Only those employees with a need to know, a fully-executed non-disclosure agreement and the appropriate security clearance will be allowed to observe operations.

1.6.16.2. Phase-Out: Prior to the completion of this contract, an observation period shall occur, at which time team management personnel of the incoming Contractor may observe operations. This will allow for orderly turnover of facilities, equipment, and records and will help to ensure continuity of services. The outgoing Contractor is ultimately responsible for performing full services IAW the contract, during the phase-out period, and shall not defer any requirements for the purpose of avoiding responsibility or of transferring, such responsibility to the succeeding Contractor. The outgoing Contractor shall fully cooperate with the succeeding Contractor and the Government, so as not to interfere with their work or duties.

1.6.16.2.1. To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the outgoing Contractor shall have all personnel on board during the phase-out period. The outgoing Contractor shall be prepared to transition the work load to the newly selected Contractor during the phase-out period, which will occur at the end of the period of performance of the contractual effort.

1.6.16.2.2. Phase-Out Plan: The incoming Contractor shall develop a phase-out plan to affect a smooth and orderly transfer of contract responsibility to a successor. The plan shall fully describe the Contractor's approach to the following issues, at a minimum: Data and information transfer; clean-up of Contractor work areas; and security debriefings in accordance with AR 380-5 for incumbent personnel holding security clearances; and any other actions required to ensure continuity of operations. The Contractor shall provide the plan to the COR and Contracting Officer thirty (30) days before the phase-out period commences.

PART 2
DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1 ACCEPTABLE QUALITY LEVEL (AQL). The AQL is the maximum percent defective (or the number of defects per hundred units) that, for purposes of sampling inspection can be considered satisfactory.

2.1.1. CONTRACTOR. A supplier or Contractor, awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

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

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

2.1.4. CONTRACTOR PERSONNEL. Contractor and subcontractor employees performing working under this contract.

2.1.5. CONTRACTOR TEAM ARRANGEMENT: An arrangement in which (1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them acts as its subcontractors under a specified government contract or acquisition program.

2.1.5. CUSTOMER COMPLAINT. A means of documenting certain kinds of contract service problems. A Government program that is explained to every organization that receives service under this contract which is used to evaluate a contractor's performance

2.1.5. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement (PWS).

2.1.6. DELIVERABLE. Anything that can be physically delivered, but may include non-physical things, such as meeting minutes or reports.

2.1.7. FACILITY CLEARANCE. A facility clearance (FCL) is an administrative determination that, from a national security standpoint, a facility is eligible for access to classified information at the same or lower classification category as the clearance being granted. The FCL may be granted at the Confidential, Secret, or Top Secret level. The FCL includes the execution of a Department of Defense Security Agreement (DD Form 441). Under the terms of the agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

2.1.8. GOVERNMENT-FURNISHED PROPERTY (GFP) OR GOVERNMENT PROPERTY (GP): Property in the possession of or directly acquired by the Government and subsequently made available to the Contractor.

2.1.9. **KEY PERSONNEL.** Contractor employees who are critical for achieving PWS objectives. Key personnel shall meet position qualification and experience requirements indicated in the PWS. When key personnel qualifications are used as an evaluation factor in “Best Value” procurement, the Contracting Officer is the only one authorized to concur with key personnel replacement after award of the contract. When proposed key personnel resumes are used as an evaluation factor in best value procurement, a letter of commitment will be required from the individual whose resume is provided.

2.1.10. **LOCAL TRAVEL:** Any travel that is required to perform services IAW the PWS that is within a 50-mile radius of the place of performance.

2.1.11. **LOT:** The total number of service outputs in a surveillance period, as defined in the Performance Requirements column of the Performance Requirements Summary (PRS).

2.1.12. **PERFORMANCE REQUIREMENT:** The point that divides acceptable and unacceptable performance. In the case of surveillance by random sampling, the performance requirement is the maximum number of defectives in the random sample chosen that may occur before the Government will affect the price computation system in accordance with the Performance Requirements Summary and the Inspection of Services clause. When the method of surveillance is other than random sampling, the performance requirement is the number of defectives or maximum percent defective in the lot before the Government will affect the price computation system in accordance with the Performance Requirements Summary and the Inspection of Services clause.

2.1.13. **PERFORMANCE PREQUIREMENT SUMMARY (PRS).** A listing of the service outputs under the contract that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed outputs.

2.1.14. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of government property.

2.1.15. **PROPERTY ADMINISTRATOR (PA).** The authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to government property in the possession of a Contractor.

2.1.16. **PROPERTY MANAGEMENT SYSTEM.** System established by the Contractor that is used to manage GFP/GFE in its possession to control, use, preserve, protect, repair, and maintain.

2.1.17. **QUALITY ASSURANCE.** A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purposes of this document, quality assurance refers to actions by the Government.

2.1.18. **QUALITY ASSURANCE EVALUATOR:** A Government person responsible for surveillance of contractor performance.

2.1.19. **QUALITY ASSURANCE SURVEILLAND PLAN (QASP).** The Government’s organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

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

2.1.21. **RANDOM SAMPLING:** A sampling method in which each service output in a lot has an equal chance of being selected.

2.1.22. **SAMPLE:** A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample size.

2.1.23. SAMPLING GUIDE: The part of the surveillance plan, which contains all the information, needed to perform surveillance of the service output(s) by the random sampling method of surveillance.

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

2.1.25. WORK DAY. The length of time during a day in which the Contractor provides services, in accordance with the contract. Also referred to as Business Day.

2.1.26. WORK WEEK. Monday through Friday, unless otherwise specified.

2.2. ACRONYMS:

AAALAC	Association for Assessment and Accreditation of Laboratory Animal Care
ACE	American Counsel on Education
ACLS	Advanced Cardiac Life Support
ADP	Automatic Data Processing
AHA	American Heart Association
AIMS-R	Automated Instructional Management System-Revised
AR	Army Regulation
ASAT	Automated System Approached to Training
AT	Anti-Terrorism
ATTRS	Army Total Training Resource System
BLS	Basic Life Support
BTLS	Basic Trauma Life Support
C4	Command Control Communication Computers
CAC	Common Access Card
CDR	Contractor Discrepancy Report
CFR	Code of Federal Regulations
CM	Contract Manager
CMR	Contractor Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Form 254
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
EMT-B	Emergency Medical Technician – Basic
EMT-P	Emergency Medical Technician – Paramedic
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAW	In accordance with
IT	Information Technology
IACUC	Institutional Animal Care and Use Committee
KO	Contracting Officer
MTN	Military Training Network
NREMT	National Registry of Emergency Medical Technicians
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OPSEC	Operational Security
OT	Overtime
PA	Property Administrator

PCS	Permanent Change of Station
PEPP	Pediatric Education for Pre-Hospital Professionals
PER	Performance Evaluation Report
PEM	Performance Evaluation Meetings
PHTLS	Pre-Hospital Trauma Life Support
PIPO	Phase-In/Phase- Out
POC	Point of Contact
PSC	Product Service Code
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Plan
SOF	Special Operations Forces
SWCS	Special Warfare Center & School
TE	Technical Exhibit
TS	Top Secret
UIC	Unit Identification Code
USASOC	United States Army Special Operations Command
USSOCOM	United States Special Operations Command

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, and SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. GOVERNMENT FURNISHED PROPERTY AND SERVICES. The Government shall provide, without cost, the facilities, equipment, materials, and/or services listed below determined incidental to the place of performance in which they perform their duties.

3.1.1. Property

3.1.2. Facilities: The Government shall furnish and/or make available a training facility. These facilities shall be used for performance of this contract only.

3.1.3. Equipment: The Government shall provide the contract personnel all necessary office equipment.

3.1.3.1. Obtaining Additional or Replacement Equipment: The contractor shall submit requests for additional or replacement Government office equipment required in the performance of the contract. The Contractor shall submit such requests to the COR. The Government will determine what additional or replacement equipment can be provided under this contract. Failure of the Government to provide additional or replacement equipment does not relieve the contractor from performance under this contract.

3.1.4. Services

3.1.4.1. Utilities: The Government will be responsible to ensure provision of standard utilities and climate control equipment, which may include and might not be limited to gas, electricity, water, sewage and refuse collection.

3.1.4.2. Postal / Installation Distribution: Postage, shipping and installation distribution necessary to meet the mission of this contract will be furnished by the Government.

3.1.4.3. Telephone: The Government will provide commercial telephone service for instructors. Cellular telephones may be issued to some contract personnel, as the Government deems necessary. All telephone service is for business use only.

3.1.4.5. Custodial Service: The Government will provide custodial service.

3.1.4.6. Refuse Collection: Will be provided by the Government from a designated collection point. The contractor is responsible for transporting waste in approved collection containers to that point. The COR will identify what materials may be disposed of in standard waste and what materials shall be disposed of in accordance with security or environmental/health regulations.

3.1.4.7. Insect and Rodent Control: Insect and Rodent Control is the responsibility of the Government.

3.1.4.8. Grounds Maintenance: Grounds maintenance will be provided by the Government.

3.1.4.9. Equipment Maintenance: If any equipment needs to be repaired the contract manager will notify the COR.

3.1.4.10. Military Police and Fire Protection: Phone Number 911.

3.1.4.11. Emergency Medical Treatment: Medical services for contractor personnel are the responsibility of the contractor. However, the Government may provide, on an emergency basis, medical services for job related injuries while a contract employee is performing under this contract. Emergency medical care is available to the contractor employees at Womack Army Medical Center. For Emergency ambulance

service, call 911. Such emergency medical care will be limited to those services necessary to prevent undue suffering or loss of life and will be provided only during the period of emergency. In such circumstances, action shall be taken to transfer employees of the contractor to a civilian health care provider as soon as the emergency period ends. The Contractor shall reimburse the Government for emergency medical services provided. If the invoice is not paid, cost may be off-set by the Contracting Officer against future payments to the contractor.

3.2 Government Personnel

3.2.1. Government Personnel: The Government shall identify Non-commissioned Officers who are JSOMTC staff and who will develop class rosters; arrange for student orders, billeting and coordinate travel; in-process and out-process students at the course and perform other, non-faculty functions as their commander directs. These NCO's do not work for the Contractor.

3.2.2. The Government will identify one NCO or Officer to serve as the Course Director (CD) for each program. The course director will assist the contractor to ensure that all necessary logistical requirements are accomplished to keep the course running. The Contractor does not work for the course director.

3.3. CONSERVATION OF UTILITIES: The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

3.3.1. Lights shall be used only in areas where and when work is actually being performed.

3.3.2. Mechanical equipment controls for heating, ventilation and air conditioning systems shall not be adjusted by the workers.

3.3.3. Water faucets or valves shall be turned off after the required usage has been accomplished.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1. Secret Facility Clearance: The Contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract, shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD254 is provided as Technical Exhibit.

4.2. The Contractor may on his own volition, augment Government equipment by supplying contractor equipment for training purposes. Such augmentation is subject to the approval of the COR. Contractor retains ownership and control of any such equipment.

PART 5
SPECIFIC TASKS

5. SPECIFIC TASKS:

5.1. BASIC SERVICES: The Contractor shall provide services for medical instruction and medical instructor training and writing support services.

5.1.1. The Contractor shall provide all personnel and other services necessary to perform to the standards in this contract except as specified as Government provided services.

5.1.2. All Contractor personnel shall adhere to U.S. Army, Fort Bragg, and JSOMTC rules and regulations and shall exercise tact, diplomacy, and technical capability interfacing with Special Operations personnel from all service branches of the United States and foreign countries.

5.2. PROGRAM MANAGEMENT:

5.2.1. The Contractor shall provide overall management, personnel, planning, quality control, direction, coordination, and deliverable submissions to ensure effective contract performance.

5.2.2. The Contractor shall be responsible for successful management of all contract activities.

5.2.3. The Contractor shall establish contractor management procedures to support the mission, main tasks, ancillary task, and objectives as listed in this PWS.

5.2.4. The Contractor shall designate division leaders who are responsible to supervise and manage subordinate Contractor personnel's work providing services under this contract.

5.2.5. The Contractor shall manage its personnel in close coordination JSOMTC's schedule of training, exercises, and events.

5.2.6. The Contractor shall maintain 100% continuity of instructor performance and maintain required instructor to student ratios during personnel changes. The Contractor shall ensure that no Contractor vacancy is left open for more than 10 days.

5.2.7. The Contractor shall attend JSOMTC's coordination and synchronization of activities meetings. The Contractor shall remain available for an After Action Review (AAR), as scheduled by the Contracting Officer Representative after training iterations.

5.3. INSTRUCTION MANAGEMENT:

5.3.1. The Contractor shall be responsible for supporting the daily operations of JSOMTC, to include all instruction and hands on application thru practical exercises with various tools for medical instruction.

5.3.2. The Contractor shall maintain, update, proofread and recommend changes to program lesson plans to include class content. Every lesson plan shall be provided to the Government for final approval no later than 5 days prior to the course starting.

5.3.3. The Contractor shall ensure all instructors are qualified for the classes/courses prior to any instruction. The Contractor shall also ensure that no non-faculty personnel teach any medical block of instruction.

5.3.4. The Contractor shall be responsible for contract employee compliance with the security requirements the contract.

5.3.5. The Contractor shall advise military on development and implementation of course material.

5.3.6. The Contractor shall provide subject matter expertise for planning and executing future classes and exercises and provide recommendations to the Government for final approval.

5.3.7. The Contractor shall analyze and provide input to the Government on doctrine development and changes, and curriculum updates for Government approval.

5.3.8. The Contractor shall conduct or permit the Government to perform preventive maintenance checks and services (PMCS) on all Government equipment and systems employed in support of the POI. The schedule for the training and any amendments to the schedule, will be approved by the Government.

5.3.9. The Contractor shall be aware of meetings, published guidance and directives of the JSOMTC, Army training initiatives, relevant regulations and notices as part of the contractor effort to ensure that JSOMTC training systems are employed to support JSOMTC mission requirements.

5.3.10. The Contractor shall alert the COR to any training/system deficiencies that may have either short-term or long-range impact on the ability of the Government to accomplish its training objectives. The contractor may elect to prepare technical studies to address improvement concepts, cost-benefit analysis and to make recommendations.

5.3.11. The Contractor may design and create electronic training aids in support of JSOMTC training objectives and provide to the Government for final approval prior to use.

5.4. INSTRUCTION SUPPORT: The Contractor shall ensure a faculty-to-student ratio in didactic and hands-on blocks is IAW the published POIs. **Ratios are as follows:**

Didactic: 2 faculty- 87 students

Hands-On: 1 faculty- 4 students (LTT)

1 faculty- 6 students (Civilian accreditation type courses)

1 faculty- 8 students (non-LTT) simulation training.

5.4.1. *General Faculty Requirements.* Occasionally minor schedule adjustments such as exchanging the order of particular classes on a particular day; but no change in the numbered order of class days may be made. Instructors shall coordinate all changes with the COR PRIOR to implementation. For example, classes scheduled for day 3 shall be completed on day 3, which follows day 2 and precedes day 4. Additionally, the duration of classes shall not be changed, (shorten or lengthen a lecture scheduled for 2 hours except as described in the PWS). No part of the schedule for live tissue laboratory shall be changed without approval of the Course Director.

5.4.2. Each Contractor instructor shall teach prescribed classes, skill stations, and the live-tissue laboratory.

5.4.3. Contractor employees shall accomplish the following automation tasks:

5.4.3.1. Create tables/maintain data and query system.

5.4.3.2. Develop educational and command slide presentations.

5.4.3.3. Perform data base/statistics compilation and analysis.

5.4.3.4. Manage educational program administrative requirements.

5.4.3.5. Perform Internet searches and maintain electronic mail.

5.4.4. Each Contractor instructor shall work effectively in an austere field training environment for up to 12 hours conducting up to five cross country movements per day over a distance of up to 400 meters each. No

specialized equipment is required for this field training. Contract employees shall provide their own environmental clothing and meals.

5.4.5. All Contractor personnel shall ensure that all functions are performed IAW the regulations/publications at 6.1.

5.4.6. Advanced Medical Instruction (AMI) Instruction Support: In addition to the general instructor tasks at 5.4-5.4.5, the Advanced Medical Instructors shall perform the following services.

5.4.6.1. The Contractor shall serve as primary teaching staff in eight concurrently run medical curriculum courses. They shall serve as the subject matter experts for technical accuracy and quality of subject matter presentation in the SFMS and SOCM courses. They shall also serve as assistant instructors in classes where they do not have primary teaching responsibility.

5.4.6.2. The Contractor shall perform duties of assistant instructors and technical consultants and advisors during surgical and live-tissue blocks of instruction and demonstration.

5.4.6.3. The Contractor shall perform as technical consultants and advisors for content and quality of all presentations.

5.4.6.4. The Contractor shall coordinate classes and prepare all facets of lesson plans in cooperation with the Course Director per Special Warfare Center & School (SWCS) guidance and standards, to include developing and implementing practical exercises and learning activities.

5.4.6.5. Each instructor will bear primary teaching responsibility for those classes he/she is assigned. Teaching methods shall include large group classroom instruction, small group instruction, and hand-on training.

5.4.6.6. The Contractor shall assemble and maintain all material pertaining to blocks of instruction including lesson plans, visitor's folder, etc.

5.4.6.7. The Contractor shall consult with outside SMEs on technical issues after obtaining Government approval. SMEs may be invited to guest lecture with director approval, but primary teaching responsibility and duty will remain with the AMI.

5.4.6.8. The Contractor shall assist in the recommendation and evaluation of new or emerging medical technology for the field. Evaluation shall be done within the facility or compound.

5.4.6.9. The Contractor shall AMIs shall serve as informal cadre and student mentors in professional medical matters and on military issues as experience allows. They shall perform as consultants to cadre faculty advisors and as student counselors on an as-needed basis.

5.4.6.10. The Contractor shall serve as consultants to the course directors during scheduled or ad hoc sessions.

5.4.6.11. The Contractor shall be prepared to sit as medical technical consultants and advisors on review boards, and as consultants to the course directors on academic panels.

5.4.7. SOF Technical Writer/Training Developer Instructor Support: In addition to the general instructor requirements at PWS 5.4-5.4.5, the SOF Technical Writer/Training Developer Instructors shall perform the following services.

5.4.7.1. Each instructor will bear primary teaching responsibility for those classes he/she is assigned. Teaching methods shall include large group classroom instruction, small group instruction, and hand-on training to include coordination with subject matter experts (SME) teaching blocks of instruction in their area.

5.4.7.2. The Contractor shall coordinate classes and prepare all facets of lesson plans in cooperation with the Course Director per Special Warfare Center & School (SWCS) guidance and standards, to include developing and implementing practical exercises and learning activities.

5.4.7.3. The Contractor shall assemble and maintain all material pertaining to blocks of instruction including lesson plans, visitor's folder, etc.

5.5. PROGRAM OF INSTRUCTION SUPPORT

5.5.1 The Contractor shall analyze, design, create, implement, and evaluate lesson products to include lesson plans, lectures, demonstrations, practical exercises, supplemental handouts, videos, homework assignments, grade sheets, and examination questions.

5.5.2. The Contractor shall produce curriculum that is accurate, relevant, realistic, and synchronized with force requirements that fosters critical thinking and problem-solving skills.

5.5.3. The Contractor shall incorporate deliberate strategies to ensure required graduate skill levels, knowledge, and abilities transfer from the institutional environment to the operational environment.

5.5.4. The Contractor shall update and rewrite lesson products as required by changes in doctrine and curriculum development. All recommendations shall be provided to the Government for review within 7 days of changes in doctrine and curriculum development.

5.5.5. The Contractor shall follow all guidelines which include but are not limited to Department of the Army, Training and Doctrine Command, and United States Army John F. Kennedy Special Warfare Center and School regulations on curriculum development, training guidance, lesson plan development, and presentation techniques for the Joint Special Operations Medical Training Center (JSOMTC) courses.

5.5.6. The Contractor shall manage and monitor the institutional programs.

5.5.7. The Contractor shall use sound judgment and discretion on subject matter content decisions following oral and written guidance from the COR.

5.6 CONTRACTOR MANPOWER REPORTING (CMR): The Contractor will report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the United States Army Special Operations Command via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government FY, which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October of each calendar year, beginning with the 2019 and any subsequent outyears. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website at <http://www.ecmra.mil>. The required data fields include:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);

- (8) Predominant Product Service Code (PSC)/Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant PSC/FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (UIC: W1E0M1);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

6.1. The Contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures.

AR 25-2 Information Assurance
AR 530-1 Operations Security (OPSEC)

6.1.2 APPLICABLE PUBLICATIONS AND FORMS

Publications and forms applicable to this PWS are listed below. The publications and forms have been coded as mandatory or advisory. The Contractor is obligated to follow those publications and use those forms coded as mandatory to the extent (that is, a specific procedure in a paragraph, section, chapter or volume) specified in the PWS. The Contractor shall be guided by those publications or use those forms coded advisory to the extent necessary to accomplish requirements in the PWS. All military publications and forms listed shall be provided by the Government at the start of the contract. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The Contractor shall immediately implement those changes in publications, which result in a decrease, or no change in the contract price.

Prior to implementing any such revision, supplement, or amendment that will result in an increase in contract price, the contractor shall notify the Contracting Officer (KO) in writing to obtain approval of the change. If necessary, the KO will request a price proposal, to be submitted within 30 calendar days from the date the contractor receives notice of the revision, supplement, or amendment giving rise to the increase in cost of performance. Failure of the contractor to submit a price proposal within 30 calendar days from the date of receipt of any change shall entitle the Government to performance in accordance with such change at no increase in contract price. It is the contractor's responsibility to ensure that all mandatory publications are posted and up-to-date. Upon completion of the contract, the Contractor shall return all issued publication to the Government.

The Contractor shall be bound to accomplish the tasks set forth in this PWS and its references provided that:

(1) Should there be a conflict between or among two or more such references, those coded mandatory by the PWS shall control over those coded Advisory. Between or among those similarly coded, those issued by a higher authority shall control over those issued by a lower authority; and between or among those issued at the same level of authority, those with a later date of issue shall control over those with earlier dates of issue.

(2) Any task set forth in any such reference which shall call for the exercise of non-delegable discretionary Government authority shall be subject to the final approval of the Government official having such authority.

6.1.3 **REGULATIONS/REFERENCES:**

6.1.3.1. Medical Instructor- List includes mandatory and advisory publications and references.

MANDATORY PUBLICATION	TITLE	DATE
Title 7, United States Code	Animal Welfare Act	1966 & amendments 1970, 1976, 1985
CH 54 Sections 2131-2159	Handling of Certain Animals	
Title 9 Code of Federal Regulations	Animal Welfare Act	1966 & amendments 1970, 1976, 1985 Pt 1-4 Animals and Animal Products
Federation of Animal Science Societies	Guide for the Care and Use of Agricultural Animals in Research Teaching	January 2010
DoD Instruction 3216.01	Use of Laboratory Animal in DoD Programs	13 September 2010
National Research Council	Guide for The Care and Use of Laboratory Animals, Eighth Edition - National Research Council	January 2011
NIH Pub. No. 88-2959 - National Institutes of Health	Institutional Administrator's Manual for Laboratory Animal Care and Use	January 1988
NIH Pub. 92-3415	Institutional Animal Care and Use Committee Guidebook, U.S. Department of Health and Human Services	2002
AR 40-33	(SECNAVIBNST 3990.38C AFMAN 40-401(1); DARAINST 18 USUSHSINST 3203), The Use of Animals in DOD Programs	2005
	CAAHEP Standards and Guidelines to the Accreditation Of Education Programs in the EMS Professions	2/7/2014 – Page 11, Page 3.b.
	Current American Heart Association guidelines on Advanced Cardiac Life support (ACLS) and Basic Cardiac Life Support (BCLS)	
TMEP	Tactical Medical Emergency Protocols	January 2013
ADVISORY PUBLICATION	TITLE	DATE
STP 31-18-SM-TG	(Soldier's Manual and Trainer's Guide, Career Management Field 18 Basic Tasks)	24 October 2003

STP 31-18D34-SM-TG	(Soldier's Manual and Trainer's Guide, Military Occupational Specialty 18D Special Operations Medical Sergeant)	01 October 2003
Program of Instruction	Special Forces Medical Sergeant Course 011-18D30, United States Army John F Kennedy Special Warfare Center and School	15 June 2009
	Current American College of Surgeons Pre-Hospital Trauma Life Support Publications	

PART 7
TECHNICAL EXHIBIT LISTING

7. Technical Exhibit List:

7.1. Technical Exhibits:

Technical Exhibit 1 Performance Requirements Summary
 Technical Exhibit 2 Deliverables Schedule
 Technical Exhibit 3 Wage Determinations
 Technical Exhibit 4 Estimated Workload Data
 Technical Exhibit 5 DD254

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. If the Government is responsible for any discrepancies, these will not be counted as deficiencies on the part of the contractor but shall be kept on file as part of the official audit trail. These thresholds are critical to mission success.

All Contractor performance will be reported in the CPARS system; however, Contractor's compliance to the following performance thresholds will be used for CPARS Reporting periods and the results of the data will be used to substantiate increase and decreases to the objective ratings of contractor performance. Failure to meet this metric will result in a less than Satisfactory CPAR Report.

In accordance with FAR 52.246-4, any deviation from the stated standard, without supporting comments (justification), for certain objectives as delineated below may result in various monthly remedies in which the deviation is made, and all successive months for which the deviation is not corrected to standard or otherwise resolved.

Performance Objective	Standard	Performance Threshold Acceptable Quality Level (AQL)	Formal Method of Surveillance	Proportion of Required Service Contract Price
PRS #1: Program Management. The Contractor shall maintain 100% continuity of instructor performance and maintain required instructor to student ratios during personnel changes.	As detailed in the Performance Work Statement paragraphs 5.2.6. and 5.4 The Contractor shall ensure that no Contractor vacancy is left open for more than 10 days.	Zero Deviation from the standard	Visual Surveillance and customer feedback.	Performance reported in CPARS as less than Satisfactory & a remedy of no more than 35% may be applied against the monthly invoice for CLINs 0002, 1001, 2001, 3001, or 4001.
PRS # 2: Program Management. The Contractor shall remain available for an After Action Review (AAR), as scheduled by the Contracting Officer Representative after training iterations.	As detailed in the Performance Work Statement paragraphs 5.2.7. Service must be provided 100% of scheduled courses. Non-conduct of even AAR within the month is unacceptable.	Zero deviation from standard	Periodic Surveillance	Performance reported in CPARS as less than Satisfactory

<p>PRS #3: Instruction Management. The Contractor shall provide instruction and hands on application thru practical exercises with various tools for medical instruction.</p>	<p>As detailed in the Performance Work Statement paragraph 5.3.1. Service must be provided 100% of scheduled courses. Non-conduct of even course within the month is unacceptable.</p>	<p>Zero deviation from standard</p>	<p>Periodic Surveillance and customer reviews</p>	<p>Performance reported in CPARS as less than Satisfactory & a remedy of no more than 30% may be applied against the monthly invoice for CLINs 0002, 1001, 2001, 3001, or 4001.</p>
<p>PRS # 4: Instruction Management. The Contractor shall maintain, update, proofread and recommend changes to program lesson plans to include class content.</p>	<p>As detailed in the Performance Work Statement 5.3.2. Every lesson plan shall be provided to the Government for final approval no later than 5 days prior to the course starting.</p>	<p>10% deviation from standard</p>	<p>Periodic Surveillance</p>	<p>Performance reported in CPARS as less than Satisfactory</p>
<p>PRS #5: Instruction Support. The Contractor shall ensure a faculty-to-student ratio in didactic and hands-on blocks is IAW the published POIs.</p>	<p>As detailed in the Performance Work Statement 5.4. – 5.4.5</p> <p>The required ratio are included in 5.4.</p> <p>All instruction shall be IAW with the published POIs.</p>	<p>Zero deviation from standard</p>	<p>100% Surveillance</p>	<p>Performance reported in CPARS as less than Satisfactory & a remedy of no more than 30% may be applied against the monthly invoice for CLINs 0002, 1001, 2001, 3001, or 4001.</p>

PRS #6: Program of Instruction Support. The Contractor shall update and rewrite lesson products as required by changes in doctrine and curriculum development.	As detailed in the Performance Work Statement 5.5 All recommendations shall be provided to the Government for final approval within 30 days of change in doctrine.	10% deviation from standard	Periodic Surveillance	Performance reported in CPARS as less than Satisfactory
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**TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE**

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>	<u>PWS Paragraph</u>
Lesson Products to support the Program of Instruction/Course Syllabus	NLT five days before each iteration of training.	Original	Lesson Products will be delivered via email.	Respective Course Director	Paragraph 5.5.
Monthly Invoice	5 business days after the completion of monthly training	Original	Invoice will be delivered via email	COR/ACOR/Course Manager	Paragraph 4-3
Quality Control Plan (QCP)	Original: Within 30 days of contract award. Modifications: Within 5 working days of change.	One Electronic Copy	QCP delivered via email	Contracting Officer & COR	Paragraph 1.6.1;

**TECHNICAL EXHIBIT 3
WAGE DETERMINATIONS**

The following Department of Labor (DOL) Wage Determinations are associated with the required performance locations. Wage Determinations can be retrieved from the following URL: <http://www.wdol.gov/sca.aspx>

Location	Wage Determination	Revision	Revision
Fort Bragg, NC	15-4377	07	07/11/2018

**TECHNICAL EXHIBIT 4
ESTIMATED WORKLOAD DATA**

*This technical exhibit lists the historical workload data, i.e., the hours previously performed under the PWS by labor category. Be advised that the historical data being provided is inclusive of all requirements as outlined in the PWS taking into account the ratios and accreditation standards, which is subject to increases and decreases in workload, and SHOULD NOT be considered as absolute in terms of present or future requirements.. **OFFERORS ARE CAUTIONED TO USE AT THEIR OWN RISK AND ARE RESPONSIBLE FOR ALL THE REQUIREMENTS IN THE PWS.***

LABOR CATEGORY		ESTIMATED QUANTITY
AMI Instructor	3	5832
SOF Medical Instructor/Technical Writer/Training Developer	49	95256
Estimated Total	52	101,088

Course (ACE hrs- Associates Degree/Bachelors)	Length	Classes/Year	Class Size	Total/Year
SOCM (7/25)	36 weeks	8	87	696
SFMS (24/21)	16 weeks	6	40	240
SOCAMS	8 weeks	3	16	48
SOCMSSC	9 days	22	60	1320
SFMSSC	9 days	10	20	200

**TECHNICAL EXHIBIT 5
DD254**

Attached Separately

Section D - Packaging and Marking

MARKING AND SHIPPING**SHIPPING AND RECEIVING INSTRUCTIONS (JUN 2009)**

MARKING: Contractors shall ensure that the contract number is clearly marked on the exterior of all shipping cartons/containers. This will assist in timely receipt of and payment for the supplies accepted.

The purchase/delivery order number can be located in blocks 1 and 2 of the DD Form 1155 and block 2 of the SF 1449. It also appears at the top of each subsequent page.

If drop shipping procedures are used, please ensure that your shipper complies with these instructions. Cartons without identification may be returned "freight collect".

SHIPPING: The purchase/delivery order provides the only approved ship to/delivery address(es). Do not redirect shipments to locations other than those specified in the order. To do so may delay acceptance of and payment for the items shipped.

Additional costs for shipment to addresses other than those specified on the order will not be paid unless the ship to/delivery address has been changed by a modification to the order signed by a contracting officer.

INVOICING PROCEDURES:

ELECTRONIC INVOICING: Except as provided in paragraph (c) of DFARS Clause 252.232-7003, Electronic Submission of Payment Requests (Mar 2007), the Contractor shall submit payment requests through Wide Area Work Flow (WAWF) utilizing the Invoice and Receiving Report (Combo) method. The **COMBO** method is designed to generate a notification to the receiver that an invoice has been submitted and requires a receiving report. Utilization of this feature is expected to minimize delays in the payment process.

Contractors shall register to use WAWF and ensure an electronic business point of contact (POC) is designated in the System for Award Management site at <https://www.sam.gov/portal/SAM> within ten (10) calendar days after award of this contract/order.

Information regarding WAWF is available on the Internet at the following addresses:

WAWF General Information and Registration - <https://wawf.eb.mil>

WAWF Training Database (great place to practice using WAWF) - <https://wawftraining.eb.mil>

WAWF On-line Training Course (great place to begin learning WAWF) - www.wawftraining.com

DFAS Electronic Commerce End Users Tool Box (register for classroom training and obtain user guides)

<http://www.dfas.mil/contractorpay/electroniccommerce/ECToolBox.html>

ALTERNATE METHOD: In the event WAWF is not available, invoices may also be submitted via fax to: DFAS – Rome, FAX# 877-575-3332. This method is to be used by exception only.

TO ACCESS PAYMENT STATUS ELECTRONICALLY:

<https://myinvoice.csd.disa.mil//index.html>

FOR ADDITIONAL INFORMATION REGARDING THE VENDOR PAY INQUIRY SYSTEM:

<http://www.dod.mil/dfas/contractorpay/vendorpayinquiresystemvpis.html>

CUSTOMER SERVICE inquiries may be made to: 1-800-553-0527

DFAS: Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Office as designated in this contract. Please have your purchase order/contract number ready when calling about payments. You can also access payment and receipt information using the DFAS web site at

<http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

CODES: The following codes and information will be required to assure successful flow of WAWF documents

TYPE OF DOCUMENT:

X COMBO: Invoice and Receiving Report

- ☐ Invoice as 2-in-1 (Services only)
- ☐ Invoice Only
- ☐ Construction Invoice (Contractor Only)
- ☐ Progress Payment (Government Only)
- ☐ Cost Voucher (Government Only)
- ☐ Receiving Report (Government Only)
- ☐ Receiving Report with Unique Identification (UID) Data (Government Only) (UID is a new globally unique "part identifier" containing data elements used to track DOD parts through their life cycle.)

ISSUE BY DODAAC: (FILL IN)

SHIP TO DODAAC: (FILL IN)

ACCEPT BY DODAAC: (FILL IN)

PAYMENT OFFICE FISCAL STATION CODE: (FILL IN)

EMAIL POINTS OF CONTACT LISTING: Upon submission of your electronic invoice, use the Email feature in WAWF to notify the following personnel:

ACCEPTOR: (FILL IN@[soc.mil](mailto:IN@soc.mil))

CONTRACT ADMINISTRATOR: (FILL IN@[soc.mil](mailto:IN@soc.mil))

CONTRACTING OFFICER: (FILL IN@[soc.mil](mailto:IN@soc.mil))

ADDITIONAL CONTACT: (FILL IN@[soc.mil](mailto:IN@soc.mil))

RECEIVING REPORT PROCEDURES:

ELECTRONIC RECEIVING VIA WAWF: The Warehouse/Receiving Activity/Contracting Officer's Representative (COR) is responsible to ensure a receiving report is correctly processed and forwarded to the appropriate finance office via Wide Area Work Flow (WAWF). In the event of a WAWF problem, contact the WAWF Help Desk at Telephone #: 1-877-232-9293
Email Address: CCO-EC-ARMY-WAWF-HELPDESK@dfas.mil

PAPER RECEIVING REPORTS BY EXCEPTION ONLY:

DD FORM 1155 - If the DD Form 1155 is used as the receiving report for either a final or partial receipt/payment:

SF FORM 1449: If the SF Form 1449 is used as the receiving report as either a final or partial receipt/payment:

DD FORM 250: If the DD form 250 is used for the receiving report, the only version acceptable by DFAS is the form dated August 2000.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	N/A
0003AA	Destination	Government	Destination	Government
0003AB	N/A	N/A	N/A	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	N/A	N/A	N/A	N/A
1002AA	Destination	Government	Destination	Government
1002AB	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	N/A	N/A	N/A	N/A
2002AA	Destination	Government	Destination	Government
2002AB	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	N/A
3002AA	Destination	Government	Destination	Government
3002AB	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	N/A	N/A	N/A	N/A
4002AA	Destination	Government	Destination	Government
4002AB	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-NOV-2018 TO 31-DEC-2018	N/A	JSOMTC DON MCNEIL BLDG 5-3845, COMBAT MEDIC DRIVE FORT BRAGG NC 28310-5000 910-907-2913 FOB: Destination	W90MAT
0002	POP 01-JAN-2019 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
0003	N/A	N/A	N/A	N/A
0003AA	POP 01-JAN-2019 TO 31-OCT-2019	N/A	JSOMTC DON MCNEIL BLDG 5-3845, COMBAT MEDIC DRIVE FORT BRAGG NC 28310-5000 910-907-2913 FOB: Destination	W90MAT
0003AB	POP 01-JAN-2019 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
0004	POP 01-JAN-2019 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
0005	POP 01-JAN-2019 TO 31-OCT-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
1001	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
1002	N/A	N/A	N/A	N/A
1002AA	POP 01-NOV-2019 TO 31-OCT-2020	N/A	JSOMTC DON MCNEIL BLDG 5-3845, COMBAT MEDIC DRIVE FORT BRAGG NC 28310-5000 910-907-2913 FOB: Destination	W90MAT
1002AB	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT

1003	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
1004	POP 01-NOV-2019 TO 31-OCT-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
2001	POP 01-NOV-2020 TO 31-OCT-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
2002	N/A	N/A	N/A	N/A
2002AA	POP 01-NOV-2020 TO 31-OCT-2021	N/A	JSOMTC DON MCNEIL BLDG 5-3845, COMBAT MEDIC DRIVE FORT BRAGG NC 28310-5000 910-907-2913 FOB: Destination	W90MAT
2002AB	POP 01-NOV-2020 TO 31-OCT-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
2003	POP 01-NOV-2020 TO 31-OCT-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
2004	POP 01-NOV-2020 TO 31-OCT-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
3001	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A
3002AA	POP 01-NOV-2021 TO 31-OCT-2022	N/A	JSOMTC DON MCNEIL BLDG 5-3845, COMBAT MEDIC DRIVE FORT BRAGG NC 28310-5000 910-907-2913 FOB: Destination	W90MAT
3002AB	POP 01-NOV-2021 TO 31-OCT-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
3003	POP 01-NOV-2021 TO 31-OCT-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
3004	POP 01-NOV-2021 TO 31-OCT-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
4001	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
4002	N/A	N/A	N/A	N/A

4002AA	POP 01-NOV-2022 TO 31-OCT-2023	N/A	JSOMTC DON MCNEIL BLDG 5-3845, COMBAT MEDIC DRIVE FORT BRAGG NC 28310-5000 910-907-2913 FOB: Destination	W90MAT
4002AB	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
4003	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT
4004	POP 01-NOV-2022 TO 31-OCT-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90MAT

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

5652.228.9000 REQUIRED INSURANCE (2003) Section G

The kinds and minimum amounts of insurance required in accordance with 52.228-5 "Insurance-Work on a Government Installation" are as follows:

TYPE	AMOUNT
Automobile Bodily Injury Liability	\$200,000 per person/ \$500,000 per occurrence
Property Damage Liability	\$20,000 per occurrence
Workers Compensation & Occupational Disease	As required by federal and State Statutes
Employer's Liability	\$100,000

Section H - Special Contract Requirements

CONTRACTOR TRAINING

Contractor Training

The Contractor shall provide the JSOMTC qualified Instructors. These instructors will provide basic and advanced medical instruction for the JSOMTC Medical Courses. Training of Contractor personnel shall be performed by the Contractor at his own expense except:

- a. If training is required to meet special requirements and the Government has given prior approval.
- b. When the Government determines it to be in its best interest, limited training of Contractors may be authorized.
- c. When attendance is mandatory for the performance of the contract, training will be authorized when certified by the Contractor and the COR. The Government will then reimburse the Contractor as agreed upon by the parties.

For this Firm Fixed Price contract, training at the Governments expense will not be authorized for the replacement of personnel, or keeping Contractor personnel abreast of advances in the "state-of-the-art" facility, equipment, computer languages and operating systems used at JSOMTC, that are available on the commercial market.

INHERENTLY GOVERNMENT FUNCTION

Inherently Government Functions

Office of Procurement Policy Letter 92-1 (as published in the Federal Register, Volume 57, No. 190, page 45096, dated September 30, 1992), entitled Inherently Government Functions.

1. No personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
2. The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with the contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract, and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
3. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other clause or provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

NON-PERSONAL SERVICES

NON-PERSONAL SERVICES

The Government and the Contractor understand and agree that the services to be provided under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist, or will exist, under the contract, between the Government and the Contractor and/or between the Government and the Contractor's employees. It is therefore in the best interest of the Government to afford the parties the following understanding of their respective obligations:

1. Contractor personnel under this contract shall not:

- a. Be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.
- b. Be placed in a staff or policy-making position
- c. Be placed in a position of command, supervision, administration, or control over Military or Civilian personnel of other Contractors or become a part of the Government organization.
- d. Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DOD or the Federal Government.
- e. Be used in administration or supervision of Military procurement activities.

2. Employee Relationship:

- a. The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment or direction on behalf of the Government, but rather the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.
- b. Rules, regulations, direction and requirements that are issued by command authorities under their responsibility for the good order, administration, and security are applicable to all personnel who enter the installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

INTERRELATIONSHIPS OF CONTRACTORS

The Government has entered into contractual relationships in order to provide technical support services in the conduct of appropriate studies, analyses, and war fighter activities separate from the work to be performed under this contract's SOW, yet having links and interfaces to them. Further, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other Contractor(s) through the COR in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information or reports provided under this contract's PWS may, at the Government's discretion, be provided to such other Contractor(s) for the purpose of such review.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-8	Annual Representations and Certifications	JAN 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016

52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	JUL 2018
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By OCT 2015 The Government of a Country that is a State Sponsor of Terrorism	
252.219-7011	Notification to Delay Performance	JUN 1998
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)—ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: [See Section L-Pricing](#)

(End of clause

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS (JAN 2017)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The **contract awardee** will notify the **Contracting Officer** in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such

offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington,

DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

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

SOF-P INSTRUCTOR: GS-11, Step 1 \$30.39 per hour
 AMI INSTRUCTOR: GS-13, Step 1 \$43.31 per hour

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 2 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications,

interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.farsite.hill.af.mil/>

<https://www.acquisition.gov/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General, Investigative Policy and Oversight, Contractor Disclosure Program, 4800 Mark Center Drive, Suite 11H25, Alexandria, VA 22350-1500.

Toll Free Telephone: 866-429-8011.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or

control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

**252.219-7010 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS--
PARTNERSHIP AGREEMENT (MAR 2016)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan.

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(3) If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, then the offeror's approved business plan is on the file and serviced by;

North Carolina District Office

6302 Fairview Road Suite 300

Charlotte, NC 28210

Phone: 704-344-6563

Fax: 704-344-6769

Regional Office Serving North Carolina

233 Peachtree Street NE Suite 1800

Atlanta, GA 30303

Phone: 404-331-4999

Fax: 404-331-2354

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas, unless--

(i) The SBA has determined that there are no small business manufacturers or processors in the Federal market place in accordance with FAR 19.502-2(c);

(ii) The acquisition is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, in which case a small business concern may furnish the product of any domestic firm; or

(iii) The acquisition is a construction or service contract.

(2) The ____ [insert name of SBA's contractor] will notify the **Contracting Officer** in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

5652.237-9001 Key Personnel Requirements (2003) Section I

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

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

2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.

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

(c) The follow positions are identified as Key Personnel:

- * Contract Manager
- * Senior Instructor Manager

Section J - List of Documents, Exhibits and Other Attachments

EXHIBIT / ATTACHMENTTABLE OF CONTENTS**Performance Work Statement Technical Exhibits**

<u>Document Type</u>	<u>Description</u>
Technical Exhibit 1	Performance Requirements Summary
Technical Exhibit 2	Deliverables Schedule
Technical Exhibit 3	Wage Determination
Technical Exhibit 4	Estimated Workload Data
Technical Exhibit 5	DD254 (Attached Separately)

Solicitation Attachments

<u>Document Type</u>	<u>Description</u>
Attachment 1	Past Performance Questionnaire (Attached Separately)
Attachment 2	Site Visit Verification Form (Attached Separately)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-- Representation	JAN 2017
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-17	Ownership or Control of Offeror	JUL 2016
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.209-12	Certification Regarding Tax Matters	FEB 2016
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision--

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) database means that--

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b)(1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be

performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

____ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard

applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

5652.204-9004 Foreign Persons (2006) Section K

In accordance with restrictions required by Executive Order 12470, the Arms Export Control Act (Title 22, USC) (Sec 275), the International Traffic in Arms Regulation (ITAR), or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, no foreign persons will be permitted to work on a contract without notifying the Contracting Officer. Provide the following information for all foreign persons who will be working on the contract (or "X" here if there are no such individuals: ____):

- 1) Full Name:
- 2) Date of Birth:
- 3) Place of Birth:
- 4) Nationality:
- 5) Social Security Number:
- 6) Visa Status:
- 7) Current Address:
- 8) If a Subcontractor, Subcontractor Name and Address:
- 9) Biographic data and/or resume:

(end of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2017) -Alternate I	-OCT 1997
52.215-20 Alt IV	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate IV	OCT 2010
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price (FFP)** contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

JENNIFER Z. PAYNE
HQ USASOC DCSAC
E2929 DESERT STORM DR.
FORT BRAGG, NC 28310

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

<https://www.acquisition.gov/>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

5652.215-9001 Notice of Pre-proposal Conference (2001) Section L

(a) A pre-proposal conference will be conducted at **JSOMTC** on **11 September 2018 at 9:00 a.m.** for the purpose of answering questions regarding this solicitation.

(b) Submit the following Visit Certification Form to *Jennifer Z. Payne*, jennifer.payne@socom.mil and *Justin Burke*, justin.burke@socom.mil prior to **5 September 2018 by 12:00 p.m.** This information must be provided in advance in order to ensure access to the military base/conference site and adequate seating for the conference attendees.

(c) Offerors are also requested to submit questions to the points of contact noted above not later than **5 September 2018 by 12:00 p.m.** Information provided at this conference shall not qualify the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply.

(d) A record of the conference shall be made and furnished to all prospective offerors. The record should include minutes of the meeting, including questions (*on a non-attribution basis*) and answers.

5652.215-9009 Personnel Changes Before Award (2008) Section L

(Revised August 2008)

As prescribed in [5615.209\(k\)](#), insert the following provision,

Offerors shall verify and ensure the continuing availability of personnel for whom resumes are required and have been submitted. If personnel substitutions/changes occur prior to award, the offeror shall immediately notify the Contracting Officer. Failure to do so may render the proposal unacceptable.

(end of clause)

5652.215-9010 Cost and Pricing Data Not Required (1998) Section L

It is anticipated that adequate price competition will be available to determine price reasonableness. In the event that the price reasonableness cannot be determined based on adequate competition, the Contracting Officer may require the submittal of cost or pricing data in accordance with [FAR](#) 15.403.

5652.233-9000 Independent Review of Agency Protests (2013) Section I

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision shall be made through the Contracting Officer to the HCD/FCO. If the HCD/FCO is the Contracting Officer, submit the request in accordance with [FAR 33.103\(d\)\(4\)](#) to: Chief, SOF AT&L-KM or SOF AT&L-KX as appropriate, 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 826-7504.

L.1 GENERAL INSTRUCTIONS TO OF **SECTION L-INSTRUCTIONS TO OFFERORS**

1.0 General Proposal Information.

1.1. This is an all-electronic solicitation release. No hard copies will be mailed. These proposal instructions are designed to provide general guidance for preparing responses as well as providing specific instructions on response organization, format, content and evaluation under Federal Acquisition Regulation (FAR) Part 15. Offerors should include all documents and information requested submitted in accordance with the instructions herein.

Noncompliance with the RFP requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for award.

1.2. Offerors should submit a proposal that is self-sufficient and responds directly to the requirements of the RFP. The proposal should be clear, concise, and include adequate detail for effective evaluation. The proposal should not simply rephrase or restate the Government's requirements, but rather provide clear and convincing rationale to address how the Offeror intends to meet the requirements of the RFP. The proposal should contain sufficient information to enable the Government to fully evaluate and determine the Offeror's capability to comply with the requirements identified in the RFP. If an Offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the Offeror shall immediately notify the KO in writing with supporting rationale.

1.3. Offerors are cautioned to follow the instructions carefully and are encouraged to present their best technical proposals and prices in their initial proposal submission as it is the Government's intention to award without discussions. However, in accordance with FAR Part 15.306, should discussions become necessary, the Government reserves the right to conduct them. Should this occur, a competitive range will be determined and Offerors notified. The competitive range may be limited for purposes of efficiency in accordance with FAR Part 15.306 (c)(2).

1.4. The submission of the documentation specified below will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and contract type. Proposals shall not contain classified information. Proposals containing classified information will be immediately disqualified from further consideration

1.5. Pre-Award, Post-award Notices and Debriefings. Pre-award, Post-award notices and debriefings will be conducted in accordance with FAR 15.5. The Contracting Officer will notify unsuccessful Offeror in accordance with FAR 15.503(b)(1). Upon such notification, unsuccessful Offeror may request and receive a debriefing in accordance with FAR 15.506(b)(1). Offeror desiring debriefing must make their request in accordance with the requirements of FAR 15.506 as applicable.

2.0 Proposal Delivery and Format. The proposal shall consist of at least four (4) volumes. No emailed proposals will be accepted. Proposals should be submitted to the following address:

VIA EXPRESS CARRIER OR WALK-IN:
US Army Special Operations Command
ATTN: AOCO-DCSC (Ms. Jennifer Z. Payne)
H92239-18-R-0011- JSOMTC
E-2929 Desert Storm Road
Fort Bragg, NC 28310-5000
Phone: 910-643-6978

2.1. Offerors are required to meet all RFP requirements, such as terms and conditions and technical requirements. Failure to meet a requirement will result in a proposal being ineligible for award.

2.1.1. Proposals shall be organized into physically separated volumes. Format of the volumes (and any resulting responses to Evaluations Notices (ENs) shall be as follows:

i. A page shall be an 8 ½ X 11” sheet of paper. Text size shall be no smaller than what is equivalent to Microsoft Word, Times New Roman, 10 point, uncompressed font. When both sides of a sheet display printed material, it shall be counted as two pages. Letter size and spacing requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. Margins shall be at least 1 inch on the top and bottom and 1 inch on the side. The Contractor shall number each page in order to eliminate any confusion.

ii. Pages shall be single sided, with a minimum of one (1) inch margins on all sides. A cover sheet should be bound in each CD, clearly marked as to volume number, title, “original” or copy number, solicitation identification, and the offeror's name.

iii. Each volume shall contain a glossary of all abbreviations and acronyms used with an explanation for each.

iv. Page Limit does not include executive summary, tables of contents, glossary of abbreviations and acronyms, indices, title pages, key personnel resumes, letters of commitment, consent letters, cross-reference indices, past performance tracking sheet, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked “This page intentionally left blank” will not be counted. In the event Offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages. If the page limits are exceeded, the pages in excess of the limit shall be removed and will not be considered for evaluations.

v. Page Limit Includes: All appendices, charts, graphs, diagrams, tables, photographs, drawings, past performance summary page, etc., unless specifically excluded in the proposal instructions.

vi. Pages shall be dated and numbered sequentially by volume. Elaborate format, color representations are not desirable. Any pages that are changed (as the result of negotiations) should be of a different color (as specified by the Contracting Officer) and have changed information clearly marked by a vertical line in the right margin of the page and/or circling if changing data in a chart. The offeror shall indicate the new date on revised pages.

vii. Legible tables, charts, graphs and figures shall be used when necessary to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 by 17 inches in size. For tables, charts, graphs, and figures, the text shall be no smaller than equivalent to Microsoft Word 8 point, Times New Roman. These pages shall count as one (1) page each and may only be used for large tables, charts, graphs, diagrams, and schematics; not for pages of text.

ix. Electronic copies must also be provided on CD-ROMs/DVDs, read-only memory. For the protected version, the Government will accept a PDF. For the unprotected version, Microsoft Office 2010, presentation and spreadsheet products are acceptable. Changes, as a result of negotiations, will be conformed on CD-ROMs/DVDs and have changed information clearly marked by highlighting the changed information.

Table 2.1.2. The follow-on paragraphs provide the specific information required for each volume.

VOLUME	TITLE	NO. HARD COPIES	Format	NO. OF DIGITAL COPIES (CD ROM)	Maximum Page Limit
I	Qualifying Criteria & OCI Mitigation (if applicable)	Original	MS Word 2010 or earlier OCI Mitigation Plan (if applicable): 1-Adobe PDF (protected) 1-MS Word 2010 or earlier (unprotected)	1 electronic copy	None
II	Technical Factors: Factor 1: Technical Knowledge of Operational Medical Training Factor 2: Staffing, Retention, and Management of Personnel	Original + 3	1-Adobe-PDF (protected) 1-MS Word 2010 or earlier (unprotected)	1 electronic copy	Technical - 30 + Key Personnel Resumes + Letters of Commitment
III	Past and Present Performance	Original + 3	MS Word 2010 or earlier	1 electronic copy	25 + SF 294 (if required) + Consent Letters+ Explanation, <i>if required</i>

IV	Price	Original	Price Submission: 1-Adobe PDF- (protected) 1-MS Excel 2010 or earlier; if narrative is included MS Word 2010 or earlier; and Bid Schedule (unprotected (w/ formulas intact)	1 Original, 1 electronic copy, (One Protected and One Unprotected)	None
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2.2. Task Order Proposal Content.

2.2.1. VOLUME 1 – QUALIFYING CRITERIA. Provide documentation, as required below, in order for the Government to determine if appropriate information is provided for the offeror to pass the requirements.

2.2.1.1. Contract Forms and Certifications. Include the following data in Qualifying Criteria (Volume 1) in the format indicated. Designate on the volume cover which proposal package contains the original, executed copy of the RFP and which contains copies.

a. Section 1 – Proposal cover letter or proposal cover page (include names, office phone and facsimile numbers, if applicable, cell phone numbers, and e-mail addresses for proposal POCs of who is authorized to bind the company).

b. Section 2 – Fully executed and signed SF 33 by an authorized agent company official.

c. Section 3- All Section K, Representations, Certifications and Disclosures.

2.2.1.2. Facility Clearance. The offeror shall possess a SECRET Facility Clearance as accredited by the Defense Security Service (DSS) at the time of proposal submission. If the offeror does not have a current Facility Clearance at the time of proposal submission they are considered non-compliant and will not be further considered for award.

In addition to each offeror providing verification of its Facility Clearance, each offeror shall also submit a completed DD254 with its offer.

2.2.1.3. Proposed Subcontractors. Each offeror shall include company details of their proposed subcontractors, to include but not limited to, Name, Address, CAGE Code; and Socio-Economic Status. Additionally, offerors are required to include a narrative of each subcontractor's roles and responsibilities and proposed percentage of work performance IAW FAR 52.219-14. If none are being proposed, please annotate that as well.

2.2.1.4. OCI Mitigation Plan (if applicable). Offerors shall submit a Mitigation Plan, if required, to satisfy the requirements of FAR 9.5 “Organizational and Consultant Conflicts of Interest”. Potential OCI conflicts that may exist include Unequal Access to Information, Biased Ground Rules, and Impaired Objectivity. The Mitigation Plan shall include a description of the actual or potential OCI, a description of the action that the offeror has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in determining whether the Mitigation Plan is in fact acceptable or unacceptable.

The Contracting Officer will review any mitigation plans submitted in response to this Request for Proposal before the proposal is evaluated or considered for award. The Contracting Officer will determine whether there is an OCI

issue based on the information submitted and if the mitigation plan resolved any OCI concerns. If the Contracting Officer determines that there is an OCI issue and that it cannot be mitigated, the Contracting Officer will inform the Offeror that the proposal will not be evaluated or considered for award. The Contracting Officer and offeror must resolve any OCI issues prior to the evaluation and consideration for award.

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

If an Offeror determines that an OCI does not exist, the Offeror shall acknowledge this in Volume I of the proposal in lieu of providing an OCI Mitigation Plan.

2.2.2. VOLUME II- TECHNICAL FACTORS VOLUME:

2.2.2.1. General. Volume II must be clearly marked “Volume II – Technical Factors, H92239-18-R-0011-JSOMTC”. The Technical Capability Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Legibility, clarity and coherence are very important. The Technical volume will be evaluated against the evaluation factors defined in Section M, Evaluation Factors for Award. The proposal should not simply rephrase or restate the Government's requirement. The volume shall provide convincing rationale to address how the offeror intends to meet the Government's requirements. Statements such as “the offeror understands, can, or will comply with the PWS” (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered unacceptable and negatively impact the offeror's rating under the corresponding evaluation factor. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

2.2.2.2. The Technical Factors Volume shall, at a minimum, be prepared in a form consistent with the Performance Work Statement (PWS) and the evaluation criteria for award set forth in this solicitation. The section shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the contract task requirements specified in the PWS. The offeror shall address as specifically as possible the actual methodology you would use for accomplishing the PWS tasks. The Technical Factors volume shall be organized according to the following general outline:

TAB	TITLE
A	TABLE OF CONTENTS
B	GLOSSARY OF ABBREVIATIONS AND ACRONYMS
C	LIST OF TABLE AND DRAWINGS AND/OR CROSS REFERENCE MATRIX (IF APPLICABLE)
D	EXECUTIVE SUMMARY <i>(This section is limited to five (5) pages, but is not included in the page limit. It should contain a concise summary of the offeror's proposed approach to the JSOMTC effort. The Executive Summary shall include a declaration statement that acknowledges and accepts, without exceptions, all Performance Work Statement (PWS) requirements and describe the significant attributes the offeror's proposal and introduces the contractor's team.)</i>
E	FACTOR 1: TECHNICAL KNOWLEDGE OF OPERATIONAL MEDICAL TRAINING
F	FACTOR 2: STAFFING, RETENTION, AND MANAGEMENT OF PERSONNEL

2.2.2.3. Content. The proposal shall include, at a minimum, the following information:

TAB E- Factor 1: Technical Knowledge of Operational Medical Training. This tab shall include, at a minimum, the following information:

- i. A detailed narrative demonstrating the Offeror's (may include Offeror's Team) technical knowledge of Operational Medical Training through relevancy of recent corporate experience and competency in

conducting the required training to produce highly qualified U.S. Army Special Forces Medical Sergeants (18Ds), Special Operations Independent Duty Corpsman (SOIDC), and Special Operations Combat Medics (SOCM) with enhanced trauma, surgical, and medical skills.

- a. The Government defines “recent” as contracts that have been performed during the past three years from the date of issuance of this RFP. The Government defines relevancy as contracts that are most similar to the magnitude, size and scope of this overall effort.
- ii. The Offeror (may include Offeror’s Team) shall explain its technical knowledge of operational medical training and understanding of each Task Area with in PWS Section 5 (Section 5.1 – 5.5) and demonstrate its methodologies, techniques, and a detailed technical approach for the core JSOMTC missions covered in the PWS. These approaches shall address at a minimum:
 - a. A detailed narrative that provides the Offeror’s approach to its overall management, planning, quality control, direction, coordination, and deliverable submissions to ensure effective contract performance of the JSOMTC. (PWS 5.1; 5.2)
 - b. A detailed approach to providing training and supporting the daily operations of JSOMTC, to include all instruction and hands on application thru practical exercises with various tools for medical instruction, to include skills stations and live tissue laboratory training. (PWS 5.3, PWS 5.4)
 - c. A detailed approach to how the Offeror plans to produce sound recommendations to curriculum that is accurate, relevant, realistic, and synchronized with force requirements that fosters critical thinking and problem-solving skills. (PWS 5.5)

TAB F – Staffing, Retention, and Management of Personnel. The Offeror shall provide a detailed approach that clearly demonstrates its capability to provide personnel management and adequate staffing as required by the PWS to efficiently and effectively manage the JSOMTC. The offerors approach should include, at a minimum, the following information.

- i. An organizational chart with a detailed explanation of its organizational structure, including key positions/titles, and what authority/autonomy the individuals possess; what parts of the organization are responsible for managing and accomplishing what work (identify each organizational element, i.e., Division/Branch/Team); where decision making authority lies within the organization; and identify specific work the prime, subcontractors or teaming partners are performing.
- ii. Propose a team complement/labor mix for the base year and each subsequent option period in order to meet or exceed the required qualifications, knowledge, skills, security clearances, training and education levels for each labor category (including key personnel) IAW the PWS. Contractors shall include a breakout chart by labor category, Service Contract Act (SCA) Directory of Occupations skill identifier (if applicable); number of hours/FTE’s proposed each task of the PWS, qualifications, knowledge, skills, security clearances, training and education levels, roles and responsibilities, and any cross-utilization. The Contractor shall also provide a detailed narrative to support its staffing solution and to explain any unique staffing solutions in order to successfully meet all the requirements in each performance period. The Contractor shall provide resumes and letters of commitment of proposed key personnel.
- iii. Address the proposed phase-in operations and the proposed staffing methodology and capability to perform the program requirements from the first day of performance.
- iv. Discuss the procedures that will be used to establish and recruit and to professionally compensate a highly qualified workforce (IAW FAR 52.222-17-Non-displacement of Qualified Workers) sufficient to satisfy the requirements of the PWS, over the entire period of performance.
- v. Discuss how to provide teaching staff in eight concurrently run medical curriculum courses, minimize instructor turnover, and retain highly qualified personnel required to successfully perform the contract without any degradation to the services provided.

2.2.3. VOLUME III: PAST AND PRESENT PERFORMANCE

2.2.3.1. **Contents.** The offeror shall submit a Past and Present Performance Proposal (Volume 3) containing the following:

TAB	TITLE
A	TABLE OF CONTENTS
B	SUMMARY PAGE- Describing the role of the offeror and each subcontractor, teaming partner, and/or joint venture partner that the offeror is required to provide Past and Present Performance Information Examples
C	PAST AND PRESENT PERFORMANCE INFORMATION EXAMPLES
D	CONSENT LETTERS-Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past and present performance information so the offeror can respond to such information.

2.2.3.2. **Past and Present Performance Information Examples.** Submit information on contracts considered most recent and relevant in demonstrating the ability to perform the proposed effort. The offeror shall submit a maximum of five (5) and a minimum of three (3) Performance Information Examples identifying active or completed contracts, either Government or commercial, for each prime, and a maximum of five (5) and a minimum of one (1) Past and present Performance Information Examples for each major subcontractor, teaming partner, and/or joint venture ("major" is defined as those subcontractors, teaming partners, or joint ventures who are projected to perform 25% or more of the total contract effort). Performance Information Examples for each contract is limited to five (5) pages (**does not include, SF 294, Subcontracting Report for Individual Contracts or audit data, if required**). Offerors are cautioned that the Government will use the information provided by each offeror in this volume and information obtained from other sources for the overall evaluation of past and present performance. The Government requests the offeror provide references including current POCs for each contract identified. Contact information for each POC and reference shall include both a phone number and email address.

2.2.3.3. Offerors shall submit information on contracts that are considered relevant in demonstrating the ability to perform the proposed overall effort in the information examples. Information examples shall include specific information for each effort regarding experience IAW the following areas outlined below. NOTE: If the experience in the following areas was not required under the referenced contract, the offeror shall also indicate that it was not applicable or relevant on the Information Sheet. Offerors should clearly show:

- a. Contractor management experience,
- b. Key management personnel expertise,
- c. Management of subcontractors
- d. Performance in recruiting, hiring, training, and retaining personnel in similar environments; including access to highly specialized skill sets and Subject Matter Experts (SME).
- e. Provide a brief narrative for each contract or subcontract listed. Explain the nature of the work involved and the extent the work involved was/is similar to the JSOMTC effort in terms of operation, contract scope, schedule, and risk.

2.2.3.4. Offerors are required to complete and send questionnaires with a cover letter to all POCs for those contracts identified in the submitted information examples. Preferred POCs are, in order of descending preference, program manager, Procuring Contracting Officer, technical or engineering lead, and Administrative Contracting Officer. POCs could also include end users, Government agency and/or commercial customers, and contracting officer representative (COR). For tracking purposes, the Offeror shall include a listing of all POC's, dates, and email addresses to which the questionnaires were sent. (**Tracking Page not included in page limit**). **Past Performance Questionnaires are due prior to the RFP due date established in Block 9 of the SF 33.**

2.3.3.5. **Recent and Relevant Contracts.** Recency is defined as an action within the past three (3) years. Relevancy will be determined based on contract references reflecting past and present performance over the past three (3) years which is relevant to the following:

2.3.3.5.1. For the prime offerors, relevancy is defined as contracts that are most **similar** to this overall effort. Some of the factors in determining relevancy include: the diversity of required expertise, scope of SOW, magnitude, project complexity, security classification requirements, business management and control processes, contract type(s), number of employees required, special operations support, other DoD support, and some major functional

areas as depicted in the JSOMTC's PWS, etc. The more the overall effort is similar in all areas, the more relevant it becomes.

2.3.3.5.2. For proposed subcontractors/teaming partners, relevancy is defined by that which reflects experience in the area of expertise the subcontractor is projected to actually perform under the JSOMTC program, (i.e. specific areas in the SOW).

2.3.3.5.3. When making the relevancy determination the definitions contained within Table below will be utilized.

RELEVANCY CRITERIA TABLE	
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/Past Performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/Past Performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/Past Performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

2.2.4. VOLUME IV - PRICE

2.2.4.1. General. The price submission should be clearly marked “Volume IV, Price Submission, **H92239-18-R-0011**”

2.2.4.2. Format. The Price Volume should include the following:

TAB	TITLE
A	PRICING SCHEDULE
B	BASIS OF ESTIMATE

2.2.4.3. Price Volume Content – The Price proposal shall include, at a minimum, the following information:

2.2.4.3.1. **TAB A –Price Schedule.** The pricing schedule in Section 1 of the RFP shall be submitted fully completed, including pricing on all Contract Line Item Numbers (CLINs) identified. For each CLIN, the Offeror shall indicate the CLIN unit price and the resulting CLIN amount. The Offeror shall include other than cost and pricing data. All formulas, lookup tables, and links should be intact, and no links should exist to files not included with the proposal. Spreadsheets shall not contain hidden worksheets. The Offeror shall include totals for the base period (to include phase-in), each option, and overall total.

(a) Phase-In: CLIN 0001. The 60 day phase-in period shall be separately priced for key personnel. NOTE: If the reporting of phase-in period is not separately priced, insert “NSP” in the blank shown.

(b) JSOMTC Support: CLINs 0002, 1001, 2001, 3001, and 4001. The Offeror shall separately price mentioned CLINs. For the purpose of price evaluation, the Offeror shall include a Pricing Matrix in contractor-own format, by contract period that details the labor calculation of its proposed monthly fixed prices for JSOMTC Support.

(c) JSOMTC **Expansion** Support: CLINs 0003, 1002, 2002, 3002, and 4002 and associated subclins. This is an option CLIN and the Offeror shall provide the fully loaded rate for each respective labor category. This CLIN will be utilized to increase instructor support if the Government determines additional support is required due to increase in class size. If exercised, **any expansion** support will be negotiated at the labor rates incorporated within the fixed-price of the current year of performance. **Support under these CLINs** will not exceed 15% of the current level of performance. **For**

evaluation purposes ONLY, the Government will use 15% of the JSOMTC support CLIN for each respective year and include as the plug figure.

(d) Travel: CLINS 0004, 1002, 2003, 3003, 4003. The Offeror shall use the plug figure for computation purposes in the total overall evaluated price. Please note that travel will be on a cost reimbursement basis only and shall not include any G&A or Overhead in the reimbursement. Please note that travel will be on a cost reimbursement basis. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR), FAR 31.205-46, and the limitation of funds specified in the contract.

(e) Contract Manpower Reporting: CLINs 0005, 1004, 2004, 3004, and 4004. Each offeror should separately price all CLINs for Contract Manpower Reporting. If the reporting of Manpower Equivalents is not separately priced, insert "NSP" in the blank shown.

(e) The Offeror shall add up the CLINs for each period of performance and provide a total price for all CLINs at the bottom of the Pricing Schedule.

2.2.4.3.2. TAB B-BASIS OF ESTIMATE

(a) Discuss the basis of price in terms of staffing proposed for the PWS (to include applicable task/service areas, rate determination methodology, productive work year, and number of Full Time Equivalents (FTEs)) for each performance period. A justification for these labor categories shall be provided.

(b) The Government is concerned with the quality and stability of the work force to be employed on this contract. Compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent highly skilled service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(i) Offerors shall submit its proposed compensation plan setting forth salaries and fringe benefits proposed for the employees who will work under the contract. Supporting information shall include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

5652.215-9015 Evaluation of Offers - Full Quantity (2003)

Award of the contract(s) resulting from this solicitation will be made for the full quantities stated in the schedule. Offers that do not contain prices for all items or for quantities less than those specified in the schedule will be rejected.

EVALUATIONSECTION M-EVALUATION FACTORS FOR AWARD

1.0 **Basis for Award.** This is a competitive, best value trade-off selection that will be conducted in accordance with (IAW) with FAR 15 and as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS) and the Special Operations Federal Acquisition Regulation Supplement (SOFARS). The procedures in Federal Acquisition Regulation (FAR) Part 15-Contracting by Negotiation, apply to this acquisition. Therefore, evaluations will be conducted in accordance with FAR Part 15 and supplements thereto. It is the Government's intent is to award without discussions. To arrive at a selection decision, the Contracting Officer will perform an integrated assessment using the evaluation factors described in this solicitation. The SSA will integrate the source selection team's (SST) input, and then assess each offeror's proposal in accordance with the evaluation factors in Section M. This may result in an award being made to the higher rated, potentially higher priced offeror(s) where the decision is consistent with the evaluation factors. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

- 1.1. The Government contemplates a single award; however, the Government reserves the right to make no award if no proposals meet the requirements of the solicitation.
2. **Evaluation.** The Government will evaluate all proposals received against the Qualifying Criteria, Technical Factors (Factors 1 & 2), Past and Present Performance (Factor 3), and Price (Factor 4). All Qualifying Criteria are evaluated on a pass or fail basis. A color/adjectival rating technique will be used to evaluate the technical Factors (Factors 1 & 2). Past and Present Performance will receive an overall confidence level rating. The Price Factor will not be given a color rating or scored.

Qualifying Criteria	Pass/Fail
Factor 1-Technical Knowledge of Operational Medical Training	Color/Rating

Factor 2-Staffing, Retention, and Management of Personnel	Color/Rating
Factor 3-Past and Present Performance	Confidence Rating, as depicted in Table 2
Factor 4-Price/Schedule	Total Overall Evaluated Price (All Years and FAR 52.217-8) Reasonable and Realistic

The order of importance amongst the Factors are listed below:

Technical Factors 1 and 2 are equal in importance.

Technical Factors (Factors 1 & 2) are more important than and Past and Present Performance (Factors 3) and Price (Factor 4).

Technical Factors (Factors 1 & 2) and Past and Present Performance (Factors 3), when combined are significantly more important than Price (Factor 4).

2.1. Qualifying Criteria. Information submitted for the qualifying criteria will be evaluated to determine if the quote meets the definitions below in order to “pass.” If the offeror fails any of the qualifying criteria, they will “fail” to qualify (i.e. be determined ineligible for award as a deficiency). The offerors will be assessed as passed if the minimum requirements definitions below have been met.

2.1.1. Fully Executed Quote/Contract Forms. The offeror indicated that it is eligible for a Government contract based on the offeror’s responses to the representations, certifications, all contract forms, and other statements required by the RFP.

2.1.2. Facility Clearance. The prime offeror has adequately demonstrated that it possesses a SECRET Facility Clearance as accredited by the Defense Security Service (DSS) at the time of its submission.

2.2. FACTOR 1: TECHNICAL KNOWLEDGE OF OPERATIONAL MEDICAL TRAINING. Evaluation of this factor shall focus on the strengths, deficiencies, and weaknesses of the proposal. Evaluation of risk associated with the offeror’s proposal for this factor is inherent in the evaluation. Note that if an offeror’s proposal demonstrates a material failure to meet a Government requirement, it is a deficiency in the offeror’s proposal. When evaluating this factor, the Government will consider the following standards and will assign a rating and color as indicated in Table 1 below. Offerors are reminded that the burden of providing sufficient data rests with the offerors.

2.2.1. The Offeror’s (to include any teaming partners/joint ventures/subcontractors) technical knowledge and understanding will be evaluated based on the comprehensiveness of the document and on the soundness and feasibility of the approach presented in order to train and produce qualified U.S. Army Special Forces Medical Sergeants (18Ds), Special Operations Independent Duty Corpsman (SOIDC), and Special Operations Combat Medics (SOCM) with enhanced trauma, surgical, and medical skills. The Government will evaluate each Offeror’s (to include any proposed teaming partners) organizational experience and technical knowledge of operational medical training on the basis of its depth and its relevance to the work that will be required under the prospective contract. The Government will also evaluate the extent to which the offer demonstrates an understanding of each of the main task areas of the PWS (Section 5), and conveys the methodologies, techniques, and a detailed technical approach for the core JOMTC missions covered in the PWS, such as Program Management (PWS 5.2), Instruction Management (PWS 5.3), Instruction Support (PWS 5.4), and Program of Instruction Support (PWS 5.5).

2.3. FACTOR 2: STAFFING, RETENTION, AND MANAGEMENT OF PERSONNEL. Evaluation of this factor shall focus on the strengths, deficiencies, and weaknesses of the offeror's proposal. Evaluation of risk associated with the offeror's proposal for this factor is inherent in the evaluation. Note that if an offeror's proposal demonstrates a material failure to meet a Government requirement, it is a deficiency in the offeror's proposal. When evaluating this factor, the Government will consider the following standards and will assign a rating and color as indicated in Table 1 below. Offerors are reminded that the burden of providing sufficient data rests with the offerors.

- 2.3.1.** The Offeror's approach will be evaluated to determine if the offeror's successfully demonstrated its ability to staff, implement, and provide instructor support the JSOMTC for all performance periods. The Government will evaluate the proposed staffing approach to assess the Offeror's understanding of the requirement for sufficient personnel (to included key and all other personnel) with the proper roles, autonomy, lines of authority, and responsibilities and have the required knowledge, skills, and qualifications to fulfill the requirements of the PWS to include the ability/capability of the personnel to support the designated position and the ability to designate personnel for assignment to the specific functional areas IAW the PWS. The Offeror's capability to support phase-in operations shall also clearly demonstrate the proposed staffing methodology and capability to perform the program requirements from the first day of performance and throughout the duration of the contract (to include any subsequent option periods). The approach will also be evaluated to determine the Offeror's ability to recruit, compensate and retain a workforce sufficient to satisfy the requirements stated in the RFP and associated attachments and reduce performance risk.

Table M.1. Combined Technical/Risk Rating Method		
<i>Color</i>	<i>Rating</i>	<i>Description</i>
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Table M.2. Risk Definitions	
<i>Rating</i>	<i>Description</i>
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.
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Table M.3. Definitions	
<i>Strength</i>	is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
<i>Weakness</i>	means a flaw in the proposal that increases the risk of unsuccessful contract performance.
<i>Significant Weakness</i>	in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
<i>Deficiency</i>	is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

2.4. FACTOR 2. PAST AND PRESENT PERFORMANCE.

2.4.1. The Past and Present Performance evaluation considers the offeror's demonstrated record of performance in providing services and products that meets the users' need in past performance. Past and Present Performance evaluation shall focus on the recency and relevancy as defined in the Section L, Instructions to Offerors, regarding how well the contractor performed or is performing the same or similar type of work under other contracts, other Government actions, and commercial actions.

2.4.2. The Government will conduct an in-depth review and evaluation of all performance data obtained to determine how closely the work performed under those efforts relates to the current requirement. The performance evaluation will be based on the data gathered by information sheets, questionnaires, interviews, and the Contract Performance Assessment Reporting System (CPARS) reports. The Government is not limited to these resources but will apply the same criteria to all offerors.

2.4.3. The Government will evaluate the present and past performance of the efforts (that meet the recency and relevancy criteria in Section L) in order to determine the Government's overall level of confidence in the offeror's ability to successfully perform the required effort.

2.4.4. The Confidence Ratings with definitions that will be utilized are contained within Table M.4 as follows:

Table M.4. Performance Confidence Assessments	
<i>Rating</i>	<i>Description</i>
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the government has a low expectation that the Offeror will successfully perform the required effort
No Confidence	Based on the offeror's recent/relevant performance record, the government has no expectation that the Offeror will be able to successfully perform the required effort.

2.5. FACTOR 3. PRICE. Price will be evaluated in order to determine that it is fair and reasonable utilizing the price analysis techniques found at FAR 15.404(b). Price proposal evaluations will consider the basic price and all option year prices (including FAR 52.217-8 for the maximum potential extension period of 6 months) for a total overall evaluated Price. The Government will roll-up CLIN/SubCLIN prices into an overall total price for the overall evaluated price. Price will not receive a color rating or score. The Government price team will evaluate Offerors's price submission based on the following:

2.5.1. **Reasonableness:** Reasonableness will be determined by comparing the Offeror's total price proposed to the total price proposed by the other Offerors. Comparisons will focus on the price of base period and all options combined.

Evaluation of options shall not obligate the Government to exercise the option(s). Additionally, total proposed prices may be compared to the Independent Government Estimate (IGE) to determine the reasonableness of price. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

2.5.2. **Balance:** The Government may determine that a proposal is unacceptable if the option prices are significantly unbalanced, as defined under FAR 15.404-1 (g).

2.5.3. **Realism:** The Government will evaluate the realism of the offerors labor rates/salary and fringe benefits to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep the highly qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent highly skilled service employees. Offerors are cautioned that lowered compensation for essentially the same work may indicate lack of sound management judgment and lack of understanding of the requirement.

2.5.4. **Options:** As part of price evaluation, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding six (6) months of the offeror's final option period price to the offeror's total price. Offerors shall not submit a price for the potential six month extension of services period. The Government may choose to exercise the Option to Extend the Term of the Contract at the end of any performance period (base or option periods), utilizing the rates of that performance period. Evaluation of options shall not obligate the Government to exercise the option(s).

2.5.5. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.