

**Automatic Identification Technology-V (AIT-V)**

**Government Ordering Guide**

**Army Contracting Command**



**30 June 2015**

## **Foreword**

These mandatory ordering procedures cover all the information needed to use the Automatic Identification Technology (AIT-V) contract to obtain hardware, software, and services worldwide. The contract is structured as a multi-award Indefinite Delivery Indefinite Quantity (IDIQ) contract vehicle, using delivery/task orders for acquisition of specified systems.

Questions regarding these guidelines and procedures for placing orders against the contracts should be directed to Contracting Officer's Representative (COR) Klaus Stroup, [klaus.b.stroup.civ@mail.mil](mailto:klaus.b.stroup.civ@mail.mil), 703-806-0284, Product Director Automated Movement and Identification Solutions (PD AMIS). Questions of a contractual nature should be directed to the Procuring Contracting Officer (PCO), Army Contracting Command – Rock Island (ACC-RI), see point of contact information below. These guidelines will be revised, as needed, to improve the process of awarding and managing orders under the AIT-V contract.

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## CHAPTER 1 – GENERAL INFORMATION

**I. Overview.** The objective of the AIT-V acquisition is to provide a state-of-the-art, common, integrated structure for logistic identification, tracking, locating, and monitoring of commodities and assets. In addition, Item Unique Identification (IUID) marking, data collection, storage information, retrieval methods, information processing, and transmission of transponder data will greatly enhance systems within the Department of Defense (DoD), United States Coast Guard, other Federal Agencies, North Atlantic Treaty Organization (NATO), Coalition Partners and, other Foreign Military Sales (FMS). The AIT technology will provide standardization and interoperability among Government users of AIT components purchased from this Contract. All AIT hardware and software acquired under this contract shall be compliant with International Organization for Standardization (ISO) 18000-7:2008 standards and the DoD Interoperability Guidelines except Satellite technology, and the RTLS.

The AIT-V acquisition will result in multiple –award indefinite delivery, indefinite quantity (ID/IQ) contract. North American Industry Classification System (NAICS) code 334111, Electronic Computer Manufacturing (size standard is 1,000 employees). The contract will be a two (2) year base ID/IQ, with one (1) option year for Supply and Service Support. This contract will be Firm-Fixed Price, with reimbursable ODC and travel CLINs. The total ceiling value of the ID/IQ contract is \$181 million, with \$1.6 million estimated to be the service portion of the contract. Performance is both CONUS and OCONUS.

**II. Purpose.** This IDIQ Ordering Guide establishes mandatory procedures for ordering against the AIT-V IDIQ contract. All applicable terms, conditions, requirements, ceilings, periods of performance, types of task orders (TO) or delivery orders (DO), ordering procedures, options, competition thresholds, basis for award of TOs/DOs, funding, quality assurance and metrics are provided in this guide. This guide does not replace the mandatory elements of the FAR and its supplements. In the event of a conflict between this guide and the mandatory elements of the FAR and its supplements, the FAR and its supplements take precedence.

**III. Applicability.** This Ordering Guide is applicable to all Contracting Officers within the Army, Department of Defense, other Federal agencies. Ordering will be open to the Army, other DOD agencies, all other Federal Agencies, NATO partners, and authorized Government contractors supporting these agencies.

**IV. Scope.** The Mission of PD AMIS is to provide a single point of contact for procurement and technical expertise across the suite of AIT enabling technologies that support focused logistics, Total Asset Visibility (TAV), and the integration of global supply chains. The AIT-V Contract will provide hardware, software, documentation, and, incidental services to authorized users worldwide. Incidental services include training, warranty, and technical engineering services (TES). All RFID hardware integrated solution with AIT will conform to the ISO 18000-7:2008 standards and the DoD Interoperability Guidelines except Satellite technology, and the RTLS.

In addition, future requirements involving mesh technology, Low Frequency added to the existing ISO18000-7 transponders, Wireless Mesh Networked Active RFID Interrogators, Active RFID wireless network Interrogator, Active RFID Smart Interrogator (to include

incorporated small form factor PC), and Turn-Key Satellite based In-Transit Visibility (ITV) Solutions,. Hardware and software delivery and installation, as well as performance of associated training and warranty services, will be required at CONUS and OCONUS Government sites. Performance of TES will be required at CONUS and OCONUS Government sites, and the Contractor facility.

**V. Decentralized IDIQ Contract.** The AIT-V IDIQ contract is decentralized for ordering purposes. Any Federal warranted Contracting Officer can place Delivery Orders and or Task Orders against this contract.

**VI. Ordering Period.** The IDIQ contract provides for a three-year ordering base period from time of contract award, plus two one year option periods for ordering. All ordering after the Base Period is subject to the Government's Option to exercise the options of the Contract. Also, any period during which there is a suspension of performance as a result of a bid protest shall not constitute part of the Ordering Period.

1. Hardware, software, documentation, consumables, training, and TES may be ordered for 24 months from the date of contract award and a possible additional 12 months, if the option is exercised.

Base Period	Date of Award thru 2 years After Date of Award (24 months)
Option Period 1	Not to Exceed 12 months, if exercised

**VII. Period of Performance (POP) for Task Orders/Delivery Orders (TOs/DOs).**

Task Orders and Delivery Orders (TO/DO) can be awarded throughout the Contract Base and Option Periods. Period of Performance for each TO/DO must be defined at time of award. The POP for Task Orders can include one base year and required additional option periods. However, no Task Order awarded POP can extend beyond one year (12 months) past the life of the IDIQ base contract or the option period if exercised,.

**VIII. Program Ceiling.** AIT-V contracts will include a total ceiling value of \$181 million which will be inclusive of all awarded contracts . The contractor shall report to the ACC-RI Contracting Officer the orders placed on a quarterly basis. Moreover, the contractor will report in their Monthly Contract Status Reports the total value of all task, delivery, and credit card orders.

**IX. Authority to Place TOs/DOs.** All Federal Contracting Officers are delegated procurement authority to place TOs/Dos against AIT-V IDIQ contract. All Contracting Officers seeking to place orders against the IDIQ contract shall agree to comply with the terms and conditions of the contract and Ordering Guide.

Point of Contact for questions regarding the Ordering Guide shall be addressed to:

Amanda Struve, Contracting Officer, [amanda.k.struve@mail.mil](mailto:amanda.k.struve@mail.mil), 309-782-1150 or Trisha Taylor, Contract Specialist, [trisha.m.taylor5.civ@mail.mil](mailto:trisha.m.taylor5.civ@mail.mil) , 309-782-2836

**X. Fee for Use.** There is no fee to use the contract by any activity or agency delegated authority to solicit, award and administer TOs/DOs under the IDIQ contract. There are no exceptions.

**XI. Prime Contractor.** Contract holder will be known upon contract award. Contract numbers; business size, and effective date of contracts will be known upon contract award. Contract can be reviewed at [www.ait.army.mil/contract](http://www.ait.army.mil/contract) after contract award. A Contractor POC will be listed on the site for any questions that a contracting agency may have.

**XII. Protests.** In accordance with FY08 Authorization Act, Section 843, GAO will entertain a protest filed on or after May 27, 2008, for delivery orders valued at more than \$10M. Procedures for protest are found at 4 CFR Part 21(GAO Bid Protest Regulations) IAW FAR 33.104.

## **CHAPTER 2 – ROLES AND RESPONSIBILITIES**

**I. Contracting Officer (KO).** ACC-RI individual who is duly appointed and designated with specific authority to enter into, administer, and terminate contracts and to make related determinations and findings on behalf of the U.S. Government. This KO is the only individual authorized to make any changes to the basic AIT-V IDIQ contract. Detail responsibilities, e.g.:

- Administration of IDIQ contract.
- POC for IDIQ customers for scope questions; makes in-scope/out-of-scope determinations etc.
- Establish administrative procedures for placing orders.
- Administer contracts and issue contract modification to the IDIQ contract.
- Make changes to this IDIQ/Ordering Guide.
- Establish and maintain central contract files and databases, as appropriate.
- Gather quarterly usage data from the Contractor for all Services and report upward.
- Track and report contract level metrics.
- Monitor effect of protests on metrics and fair opportunity.
- Reviewing Monthly Contract Status Reports
- Monitor IDIQ ceiling by reviewing TO/DO and TO/DO modifications submitted by DPCO's.
- Close-out of IDIQ.

**II. Delegated Procuring Contracting Officer (DPCO).** A warranted DPCO can place orders against the AIT-V IDIQ contract. The DPCO responsibilities and common duties are listed below:

- Serves as the local contracting focal point for coordination and awarding TOs/DOs for customers.
- Ensures TO/DO requirements are within the IDIQ contract scope.
- If the Performance Work Statement (PWS) is not performance-based, ensures approval by the designated authority as specified in [DFARS 237.170-2](#), etc. Approvals are obtained through the DPCO approval chain, not the KO approval chain.

- Coordinates DD 2579 through the Small Business Administration (SBA) Local Procurement Center Representative (SBA PCR).
- Keeps Contractor submission requirements to a minimum.
- Uses streamlined procedures, including oral presentations.
- Establishes the TOR/DOR time IAW established milestone procedures. The length of time between release of the TORs/DORs and submission of Task Order Proposals/Delivery Order Proposals (TOPs/DOPs) shall be commensurate with the complexity of the requirement.
- Submits packages requiring Technical Engineering Services (TES) for a technical review of proposed contractor hours and costs.
- Ensures Contractor Manpower Reporting (CMR) requirement is part of the TOR requirements package and that the requirement is included in the PWS/SOW/SOO of the resultant TO.
- Performs all administrative functions: modifications cure notices, terminations, etc.
- Notifies KO regarding any significant issues such as terminations, suspicion of fraud, or OCIs.
- Ensures Quality Assurance Surveillance Plans (QASPs) and TO/DO metrics are part of the TOR/DOR and that the requirements are included in the award
- Coordinates TORs/DORs with the ordering agency's Principal Assistant Responsible for Contracting (PARC) at the appropriate threshold, and obtain approvals prior to execution.
- Issues TORs/DORs.
- Receives TOPS/DOPS; convenes evaluation boards; conducts negotiations; writes Task Order/Delivery Order Decision Documents (TODD/DODD).
- Coordinates award of TORs/DORs with the PARC at the appropriate threshold, and obtains approvals prior to execution.
- Awards TOR/DOR; provides a copy of the award (and any subsequent modifications) to the IDIQ KO and the Program Management Office (PMO).
- Appoints Contracting Officer's Representative (COR) IAW Army Regulation (AR) [AR 70-13](#) and [ACC Pamphlet 70-1](#).
- Monitors TO/DO metrics.
- Authorizes travel
- Prepares a Contractor Performance Assessment Report (CPAR), if required.
- Closes out TOs/Dos.

**III. Defense Contract Management Agency (DCMA).** DCMA shall participate in contract administration if the DPCO determines appropriate. DCMA roles include, but not limited to the inspection and acceptance of supplies on delivery orders at origin, quality assurance, and Earned Value Management System (EVMS) surveillance, if required by a TO/DO.

**IV. Contracting Officer's Representative (COR).** Klaus Stroup, [klaus.b.stroup.civ@mail.mil](mailto:klaus.b.stroup.civ@mail.mil), 703-806-0284, is the AIT-V IDIQ COR. The DPCO shall appoint a COR at the TO/DO level when required by FAR 1.602-2(d). Different CORs are assigned for the IDIQ and the TOs.

A COR shall be appointed prior to the award of task orders as required by FAR 1.602-2(d) and ACC Pam 70-1. The appointment letter shall designate a detailed description of COR responsibilities. The appointment letter will include a description of the requirement, instructions for maintaining COR qualifications, and roles and responsibilities such as:

COR at IDIQ Level:

- Assist the KO and customer in developing the PRS, PWS/SOW/SOO, QASP, surveillance checklists with measureable outcomes, etc.
- Prepare CPARS bi-annually for Contractor's performance,
- Recommend to KO whether contract is still needed and provide information and documents to exercise option.

COR at Task Order Level:

- Provides day-to-day surveillance of contractor performance.
- Prepares TO performance report.
- Assists the DPCO and customer in developing the PRS, PWS/SOW/SOO, QASP, surveillance checklists with measurable outcomes, etc.
- Ensures reporting under the Contractor Manpower Reporting System is loaded on the prescribed web sites IAW the terms of the basic contract and TO.
- Authorizes travel.
- Reviews invoices in comparison to actual performance accomplished.
- Interfaces with contractor personnel.
- Submits CPAR input annually (services with an aggregate value of >\$1M).

The DPCO should consider the nomination submitted by the requiring activity that identifies a Government employee who is technically qualified and has completed the mandatory training to become a COR. The COR nomination letter should outline the authority sought from the KO/DPCO. Task order COR delegations should require CORs to ensure that contractor performance is properly documented and that required reports are provided to the contracting activity for contract administration, monitoring and official contract file. The CORs shall use the measures and standards set forth in the Performance Requirement Summary (PRS) and QASP to assess contractor performance, thereby ensuring the quality of services required by the TO is met.

**V. IDIQ Contractor.** The contractor is highly technically qualified and has satisfied the full competition and past performance requirements of the IDIQ award process. Duties include:

- Ensures performance and deliverables meet the requirements set forth in the basic contract and individual TOs/DOs.
- Performs work and provides the services/supplies in accordance with the terms and conditions of the TO/DOs and prescribed levels of quality control.
- Segregates cost data by TO/DO and within each TO/DO pursuant to the terms of the TO/DO.
- Submits a TOP/DOP IAW the request from the DPCO.

- Contractor is required to submit Technical and Cost proposal for all requests for quotations or requests for proposals. Collect and report data for the Contractor Manpower Reporting requirement.

## **VI. Task and Delivery Order Ombudsman.**

The ombudsman is responsible for reviewing complaints from the contractors and ensuring that the contractor is afforded a fair opportunity to be considered, consistent with applicable procedures and established guidelines. The designated ombudsman for the AIT-V contract is:

Army Contracting Command – Rock Island (ACC-RI)

1 Rock Island Arsenal

Bldg 390 Rock Island, IL 61299

(309) 782-5379

[www.usarmy.ria.asc.list.gcb@mail.mil](mailto:www.usarmy.ria.asc.list.gcb@mail.mil)

## **VII. Requiring Activity.**

- A requiring activity is defined as any organizational element within the **Army** and **other Federal and DoD Agencies** that has a requirement appropriate for AIT-V.
- Defines requirements and justifies to the DPCO that the requested work is within scope of the IDIQ. Justifies all Brand Name requirements.
- Prepares Task Order Requirements packages.
- Funds the work to be performed under AIT-V Orders.
- Nominates a qualified Task Order Contracting Officer's Representative (TO COR) Assists the DPCO and customer in developing the PRS, PWS/SOW/SOO, QASP, surveillance checklists with measureable outcomes, etc

## **CHAPTER 3 – REQUIREMENTS PROCESS.**

**I. Acquisition Planning.** AIT-V IDIQ includes an approved Acquisition Plan. DPCO needs to comply with their local policies and regulations regarding acquisition planning.

### **II. Competition in Contracting Act (CICA) Bundling and Contract Consolidation.**

If a task or delivery order is bundled, an analysis shall be completed by the DPCO following the DOD Benefit Analysis Guidebook located at:

<http://www.acq.osd.mil/osbp/news/guidebook.htm>.

The AIT-V IDIQ is not a consolidated requirement. If TO/DO is a bundled or consolidated requirement provide an explanation IAW [DFARS 207.170](#) and give a brief description of the consolidation. Include narrative to indicate whether appropriate approval for consolidation has already been obtained Army Federal Acquisition Regulation Supplement (AFARS) ([AFARS 5107.170-3](#)(S-90)). If not, a determination and finding is required to be prepared and approved through the DPCO chain, prior to the TOR/DOR being sent to the contractor.

**III. Socio-Economic Goals and Small Business Participation.** TOR/DORs must include specific requirements for Small Business participation applicable to both large and small

businesses. State percentage goal for Small Business participation and include a specific minimum. TORs offering less than the minimum Small Business participation requirement may be excluded from further consideration for a TO award IAW ACC-RI Policy.

If the requirement is performed OCONUS, recommend TORS include language to stimulate the designated categories below. If the acquisition strategy/plan and DOR/TOR discuss this, then include in Acquisition Strategy/Plan, e.g.: All Offerors are required to complete a U.S. Small/Local Foreign Business Participation Plan. The offeror shall articulate how the offeror intends to meet the local foreign business and U.S. small business objectives for the contract in the aggregate. Offerors will be evaluated on the extent of participation of these concerns in performance of this contract opportunity. Offeror's TOP must meet the Total U.S. Small/Local Foreign Business Participation goal of 23%. This goal may be met through the participation by either U.S. small business, local foreign business, or both.

Note: Individual Task Order do not have to meet the minimum Total U.S. Small/Local Foreign Business Participation goal of 36.7%. The goal is applicable only to the basic contract.

**IV. Designated Categories of Local Foreign Business** are applicable to the country in which each task order is located and are as follows:

a. Afghan First – In accordance with DFARS provision [252.225-7023](#) & DFARS clause 252.225-7024.

b. Central and South Asian (CASA) First - Applicable when the task order is located in any one of the CASA states, which include Afghanistan, Pakistan, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, and Uzbekistan. The Afghan First policy listed above takes precedence over this CASA First policy, which does not have a corresponding DFARS clause. The CASA First policy encourages offerors to utilize CASA supplies and services (including sub contracting) when the TO is in one of the CASA states.

c. Other Host Nation Firms - Applicable when the TO/DO is not located in any one of the countries listed above. Offerors are encouraged to utilize firms from the host country where the TO/DO performance occurs for supplies and services (including sub contracting).

**V. North American Industry Classification System (NAICS) Selection.** NAICS code 334111, Electronic Computer Manufacturing, size standard 1,000 employees was selected for AIT-V. If there is another NAICS code that may be used, it must be identified at the TO/DO level. Ordering offices may use any appropriate NAICS code that relates to the individual task areas required at that time.

**VI. Product and Service Codes (PSC).** PSC Code D304, Automatic Data Processing Telecommunications and Transmission Services was selected for AIT-V. If there are other codes that may be used, they must be identified at the TO/DO level. Ordering offices may use any appropriate PSC code that relates to the individual task areas required at that time.

The [U.S. General Services Administration, Office of Government-wide Policy published the Product and Services Codes Manual](#), which provides codes to describe products, services, and

research and development (R&D) purchased by the federal government. The PSCs are 4-position codes, with products having a digit in the first position and services and R&D having a character in the first position. The product codes are managed by the DLA Logistics Information Service and have been incorporated into the manual based on the list of Federal Supply Classes (FSC) obtained from DLA Logistics Information Service in July 2011.

For predominantly services acquisitions, the Director for Defense Procurement and Acquisition Policy (DPAP) issued a memo on 23 Nov 2010, subject: Taxonomy for the Acquisition of Services ([DFARS 237.102-74](#)), that is useful in narrowing the selection of applicable PSCs by first categorizing the acquisition into one of six services portfolio groups.

**VII. Brand Name.** If a certain brand name is needed then this item needs to be justified in accordance with FAR Part 16.505.

## **CHAPTER 4 – PLACING TOs/DOs.**

**I. Performance Work Statement (PWS).** The DPCO shall ensure that the task is within the general scope of the IDIQ contract (e.g., task areas, contract maximums, ordering limits). The contract shall be performance-based unless approved by the designated authority as specified in [DFARS 237.170-2](#) and [AFARS 5137.170-2\(a\)](#). A performance-based PWS shall identify the customer's entire needs and address those needs with statements describing the required services in terms of output. The requiring activity should not impose requirements that are not specifically required to ensure successful satisfaction of the task order requirements. The requirements should be stated in clear, concise, easily understood and measurable terms. Detailed procedures should not be included that dictate how the work is to be accomplished; rather, the requirements should allow the Contractor the latitude to work in a manner suited for innovation and creativity.

At a minimum, the PWS should address the work to be performed, location of the work, period of performance, delivery schedule, applicable standards, acceptable criteria, and any special requirements (i.e., security clearances, travel, reports, unique or professional qualifications, special knowledge, etc). See [FAR 37.6](#) for additional requirements for Performance-Based Contracting.

Performance based metrics will be used to the greatest extent possible to ensure that the required performance quality levels are achieved. Metrics at the TO level should be clear, unambiguous and linked to incentives and penalties, and should be provided to the DPCO.

**II. Funding.** Funding for the TO/DO shall be authorized at the TO/DO level and shall be the type deemed appropriate for services/products to be acquired. Unfunded TOs/DOs are not authorized. Full funding shall be provided with each TO/DO.

**III. Metrics.** Metrics shall be captured at both the IDIQ and TO/DO levels. Program Level metrics measure the success of the entire program, across all task orders issued and are stated in the basic contract. TO/DO metrics measure success against performance in a specific TO/DO, and are included in each task order. Ensure metrics are value-added, achievable, measurable,

and effective in meeting end-user needs in terms of cost, schedule, performance, small business participation and customer satisfaction

#### **CONTRACT LEVEL METRICS.**

a. **Small Business Participation:** Data will be collected on an annual basis that illustrates the degree to which small businesses (and subcategories) are utilized as subcontractors.

**METRIC:** Small business subcontracting.

**TARGET/GOAL:** 80% of large business contractors will meet or exceed small business subcontracting goals.

b. **Quality of Work:** Data will be collected on an annual basis that illustrates the degree of satisfaction of the clients for overall performance of the work as well as the quality of services performed.

**METRIC:** Client satisfaction and quality rating.

**TARGET/GOAL:** 80% of comments express overall satisfaction. Feedback may be obtained via customer satisfaction survey.

c. **Quality of Documentation:** Data will be collected on an annual basis that illustrates the degree of satisfaction of the project managers for overall acceptance for deliverables submitted as part of all task orders awarded to a particular contractor. Documentation is critical to the completion of a successful project and shows competency to our stakeholders (customers, regulatory agencies, etc.)

**METRIC:** Quality of Final Deliverables.

**TARGET/GOAL:** 80% of all final deliverables received are accepted within 2 submissions.

#### **TASK ORDER LEVEL METRICS.**

Task Order level metrics will be determined by the QASP (Quality Assurance Surveillance Plan) at the order level.

**IV. TO/DO Types.** Automatic Identification Technology (AIT-V ) is firm-fixed-price (FFP), with cost reimbursable ODC and Travel line items. Individual TOs will use contractor's fixed labor rates for labor categories for each contract type. T&M type TOs/DOs are not allowed in this contract, and the DPCO should not treat any individual TO/DO as such. Incidental T&M/LH CLINs are not allowed.

If the customer requests Technical Engineering Services (TES) the contractor shall propose a fixed amount of hours calculated times the established hourly rate. The Ordering Office will

provide technical input to the ordering Contracting Officer on the quantity of hours proposed. If determined acceptable by the contracting officer the amount is placed on a TO/DO order on a FFP basis.

The AIT-V contract is not authorized to procure a “level of effort” whereby a fixed number of hours of contractor labor are procured, as this is a type of T&M or Labor Hour contract which is not permitted. The acquisition of services must be done on a FFP basis where the contractor is performing services to meet a defined PWS which can be objectively measured.

Most TOs/DOs will be solicited, negotiated, and awarded as bilateral orders. The Government or DPCOs reserves the right to issue unilateral TOs/DOs on an undefinitized basis ([DFARS 252.217-7027](#)), utilizing a not-to-exceed ceiling amount provided by the Contractor in the TO/DO.

**V. Contract Line Item Number (CLIN) Structure.** CLIN structure shall follow [DFARS 204.71](#) Uniform Contract Line Item Numbering guidance and shall be in accordance with the format of the basic contract. In order to obtain better visibility of the Contractor service workforce from Contractors supporting the Army, TOs (services only) must include a separate Contract Line Item Number for Contractor Manpower Reporting. Numbering of task/delivery orders shall be IAW [DFARS 204.7004](#).

**VI. Task Order Request (TOR)/Delivery Order Request (DOR).** The KO/DPCO may solicit responses to requirements from the IDIQ contractor in written or oral format. The nature of the requirement and detail of response required may serve as guides to determine which medium is most appropriate. For example, urgent requirements that can be clearly articulated may be solicited orally.

A TOR/DOR should be prepared and issued for each TO/DO requirement conveyed in writing. The TOR/DOR and supporting documents should clearly define:

- a. The requirement;
- b. The task/function area;
- c. The anticipated TO/DO type;
- d. Instructions for completing submissions in response to the request and for order placement procedures;
- e. Additional clauses/provisions unique to the TO/DO; only those additional clauses/provisions that do not conflict with basic IDIQ terms and conditions are allowed. If there are any questions or concerns please don't hesitate to contact those POCs listed above in Chapter 1 paragraph number nine (9).
- f. Period of performance and CLIN structure instructions;

- g. The order placement procedures defining the method in which the TO/DO award will be made;

KO/DPCOs are encouraged to review the limitations for use of other than fixed-price contract types and to ensure adequate surveillance and contract administration is available to support the contract type selected. When selecting the TO/DO type, consider the contract administration requirements and ensure the contract administration team is capable of executing required administration requirements.

**VII. Teaming Arrangement & Changes in Contractor Team Members.** Teaming arrangements should be disclosed in potential contractors Management Support Plan Factor and the role of subcontractors should be disclosed i.e., provider of equipment or SW or TES. Management Team will evaluate the Teaming arrangements. The changes in Teaming arrangements and subcontractors during the contract administration period shall be reported to the IDIQ KO and COR.

**VIII. Ordering Limitations.**

The guaranteed minimum dollar value amount of this IDIQ contract is \$25,000.00 (base plus option years). The guaranteed minimum will be awarded at the time of the basic contract award.

The maximum value for the entire procurement (to include all base contracts awarded) is \$181,000.00. There is no guarantee that the Government will order the maximum value under this procurement.

**IX. Past Performance.** Contracting Officers should not require submission of past performance information under an IDIQ. This is because past performance of IDIQ contractor was evaluated at the time of awarding the basic IDIQ and found to be acceptable and present a low to moderate risk of failure. Past Performance information can be retrieved from databases such as the [Past Performance Information Retrieval System](#) (PPIRS).

**X. TO/DO Pricing.** Each TO/DO will be priced individually. AIT-V Price Catalog is an attachment to the contract and the contractor cannot exceed prices listed for hardware, software, or labor categories listed in the catalog. Travel and Other Direct Costs (ODC's) are on a cost reimbursable basis. Rates are inclusive of prime labor, subcontract labor, overhead and other burdens, fee and profit. All TOP/DOP cost/price proposals shall be evaluated for price reasonableness.

**XI. TOP/DOP Technical Evaluation and Documentation.**

- a. The evaluation team designated by the DPCO will evaluate the TOPs/DOPs submitted IAW the evaluation criteria set forth in the TOR/DOR and determine the Contractor awardee IAW the specified evaluation criteria. The DPCO should ensure all evaluators have no conflicts of interest or preconceived outcomes. Documentation should directly relate to the evaluation criteria provided in the TOR/DOR.

b. Technical support to assist in the evaluation procedure must be provided by the requiring activity. Technical evaluators must be capable of providing knowledge and expertise required to accurately determine adequacy of the TOPs/DOPs. Technical evaluation shall be conducted on each TOR IAW the terms of the TOR. Evaluation of price will be based upon price reasonableness determination. In-depth price analysis or cost evaluation is not typically required, but depends on the TO/DO contract type. To support a fair and reasonable price/cost finding, the price/cost analysis should include feedback from the technical evaluators that the skills mix and level of effort proposed appropriately represent the Contractor's proposed approach and is adequate to successfully satisfy the TO/DO requirements (if this is part of your TOR /DOR instructions). The DPCO shall evaluate the proposed price/cost as stated in the evaluation criteria in the TOR/DOR.

c. The KO/DPCO shall control all exchanges with Contractors. The DPCO may conduct negotiations to finalize order terms, conditions and price/cost.

**Task Order/Delivery Order Decision Document (TODD/DODD).** This is the single record that details the DPCO's or other designated selection official's integrated assessment and decision supporting selection of the best value proposal consistent with the stated evaluation criteria.

d. The PARC, of the applicable ordering agency, will provide reviews and approvals prior to award of TO/DO, if required.

e. The DPCO is required under [FAR 16.505](#) to provide notifications to unsuccessful awardees and debriefings for orders IAW [FAR 15.503](#) and 15.506 for all orders exceeding \$5 million dollars. The debriefings may be provided orally, in writing or by any other method deemed appropriate to the DPCO. A best practice is to provide debriefings in writing.

f. The Contractor is not authorized to commence performance without a signed TO/DO or direction by a DPCO. Notwithstanding any of the other provisions of the IDIQ contract, a DPCO shall be the only individual authorized on behalf of the Government to:  
Accept nonconforming work; Waive any requirement of the TO/DO; or, Modify or waive any term or condition of the TO/DO.

g. The official TO/DO file will be maintained and administered at each Ordering Office, to include close-outs.

## **CHAPTER 5 – ADDITIONAL TOR/DOR CONSIDERATIONS.**

**I. Contract Manpower Reporting.** The Contract Manpower Reporting (CMR) requirement was established by the [Assistant Secretary of the Army, Manpower and Reserve Affairs through memorandum dated March 8, 2005](#) , and implemented by [PARC Policy Alert 08-29, dated 13 June 2008 & PARC Policy Alert 08-29-R1, dated 11 August 2008](#), Subject: Contractor

Manpower Reporting. The IDIQ contract includes the required provisions. However, all TOs, regardless of dollar amount, shall include a separate Contract Line Item Number for CMR in order to obtain better visibility of the Contractor service workforce from Contractors. The CMR was designed to collect and report data regarding labor costs associated with the contract workforce and the organizations and missions that the contract workforce support. The CMR will ensure that the Army is getting full value from our contract workforce. Therefore, requiring activities shall add accounting for contract services to their requirement packages that are submitted to the Contracting Officer.

**II. Organizational Conflict of Interest (OCI) at TO/DO Level.** Due to the work to be performed under this Contract the Contractor is required to submit signed non-disclosure forms for all personnel working under this Contract.

a. Organizational Conflicts of interest. Per FAR 9.5, organizational conflicts of interest may result when factors create an actual or potential conflict of interest on a contract, or when the nature of the work to be performed on the contract creates an actual or potential conflict of interest on a future acquisition. In this procurement, the Army has particular concerns that any proposal received from an offeror which would have the potential to perform services on any implementation contract to which that offeror is organizationally connected, is likely to result in an impermissible “Impaired Objectivity”, “Unequal Access to Information” or “Biased Ground Rules” OCI (one or more), and thus be ineligible for award under FAR 9.5. Therefore, with respect to this Contract and subsequent TO/DOs, the contractor agrees that, in consideration of the award of this contract, the contractor, any subcontractor, consultant, or employee of the contractor, any joint venture involving the contractor, any entity with which it is or becomes affiliated by common ownership or with or into which it merges, or any successor or assignee of the contractor, shall not provide services as a prime, sub-Contractor or consultant under any systems integrator contracts that are as a result of work performed for current or future Task Order user’s programs under the AIT-V contracts. The contractor shall include this requirement in subcontracts at all tiers. The contractor agrees that this restraint shall extend throughout this contract/task order period of performance, including any exercised options. The contractor agrees and acknowledges that compliance with this restraint at all tiers is a material requirement of this task order and the contract IAW FAR 9.505-1. The only exception to these restrictions will be if the contractor submits a comprehensive mitigation plan that, at the sole discretion of the DPCO, gives the Government confidence that any current or potential OCIs will be satisfactorily neutralized.

The Contractor agrees that if it assists in the preparation of non-developmental specifications or of work statements for a system or services under this Contract, or assists in the development of acquisition strategies or evaluation criteria or otherwise provides acquisition support under this Contract, it will not be allowed to furnish these items or services, either as a prime Contractor, a sub-Contractor or as a consultant (FAR 9.505-2).

The Contractor agrees that if it gains access to proprietary data of other companies, it will protect such data and it will not use such proprietary data in supplying systems or components in future competitive procurements (FAR 9.505-4). In addition, the Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during

performance of this Contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor also agrees that if it gains access to the proprietary information of other companies, which it will enter into an agreement with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

The Contractor agrees that it will not distribute reports, data or information of any nature arising from its performance under this Contract, except as provided by this Contract or as may be directed by the Contracting Officer.

The Contractor agrees that it will include the above provisions, including this paragraph, in agreements with teaming partners, consultants or sub-Contractors at any tier which involve access to information covered above. The use of this clause in such agreements shall be read by substituting the word "teaming partner," "consultant," or "subcontractor" for the word "Contractor" whenever the latter appears.

b. Personal Conflicts of Interest. In the course of performance pursuant to this contract, Contractor employees will be participating personally and substantially in duties that have a direct and predictable effect upon other non-Federal entities. The Contractor agrees to use its best efforts to ensure those employees and others performing services under this contract avoid conflicts of interest or the appearance thereof. To that end, the Contractor agrees that its employees and others performing services under this contract will, prior to the commencement of performance, sign the Certificate of No Conflict of Interest set forth in (TBD at TO/DO level).

c. Personal and Substantial. To participate personally means to participate directly. It includes the direct and active supervision of the participation of a subordinate in the matter. To participate substantially means that the employee's involvement is of significance to the matter. Participation may be substantial even though it is not determinative of the outcome of a particular matter. However, it requires more than official responsibility, knowledge, perfunctory involvement, or involvement on an administrative or peripheral issue. A finding of substantiality should be based not only on the effort devoted to a matter, but also on the importance of the effort. While a series of peripheral involvements may be insubstantial, the single act of approving or participating in a critical step may be substantial. Personal and substantial participation may occur when, for example, an employee participates through decision, approval, disapproval, recommendation, investigation or the rendering of advice in a particular matter.

d. Non-Disclosure. In the course of performance pursuant to this Contract (AIT-V), the Contractor will access nonpublic information, including acquisition sensitive information. The Contractor agrees that it will not use or disclose any such information unless authorized by the COR. Contractor further agrees that it will use its best efforts to ensure that its employees and others performing services under this Contract will not use or disclose any such information unless authorized by the COR. To that end, the Contractor agrees that its employees and others

performing duties under this Contract will, prior to the commencement of performance, sign the Certificate of Non-Disclosure set forth in (TBD TO/DO level).

**III. Addition of Clauses at TO/DO Level.** Clauses may be added at the TO/DO level as long as they do not conflict with clauses included in the basic contract at IDIQ level. For example, Option Clauses [52.217-8](#), Option to Extend Services, and [52.217-9](#), Option to Extend the Term of the Contract, may be included and tailored at the TO/DO level as well as clauses related to government-furnished property.

**IV. Government Property.** Government Property means all property owned or leased by the Government. Government property includes both Government-furnished property and contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software ([FAR 45.101](#)). Contractors are ordinarily required to furnish all property necessary to perform Government contracts. DPCOs shall provide property to contractors only when it is clearly demonstrated (1) To be in the Government's best interest, (2) That the overall benefit to the acquisition significantly outweighs the increased cost of administration, including ultimate property disposal, (3) That providing the property does not substantially increase the Government's assumption of risk; and (4) That Government requirements cannot otherwise be met. If the Government anticipates that Government Property will be provided for use by the contractors under the contract, the DPCO shall incorporate all appropriate clauses and provisions into the resulting TOs/DOs in accordance with [FAR Part 45](#), [52.245-1](#), and [DFARS 252.211-7003](#), and [DFARS 252.245-7002](#). Each order requiring the use of government property shall include a complete list of all property to be provided to the contractor .

**V. Security Requirements.** Ensure that security requirements have been coordinated with the customer and the Security Specialist. Ensure that the requirements of [PGI 204.403](#), Responsibilities of contracting officers, are met. Contractors shall conform to all security requirements as specified in the DD Form 254 included in each order. If a security clearance is required, interim coverage may be obtained from the Department of Defense. Surveillance of DD Form 254 requirements will be executed at the TO/DO level.

**VI. Other Direct Costs.** Other Direct Costs (ODC) may be included at the order level should conditions warrant. The solicitation stated this cost element is non-fee bearing. ODCs shall be authorized IAW [FAR 31.202](#).

**VII. Travel.** The pricing model has established a travel CLIN on a Cost Reimbursable basis. The solicitation stated this cost element is non-fee bearing. The basis for allowable travel costs will comply with FAR 31.205-46.

## **CHAPTER 6 - TO/DO PROCESS.**

### **I. TOR/DOR Preparation.**

a. Ideally, the DPCO will have coordinated with the customer in advance to discuss the requirement with regard to issues such as funding and contract type. The advanced coordination is highly recommended to establish realistic milestones, especially for situations requiring additional documentation and approval prior to issuance of the TOR/DOR, e.g. bundling analysis, etc. The DPCO is responsible for ensuring required approvals are obtained timely.

b. The Customer submits the procurement package to the Ordering Office and provides documents to the KO/DPCO, e.g. Independent Government Cost Estimate; Funding Document; Performance Work Statement/Statement of Work/Statement of Objective (PWS/SOW/SOO); Evaluation Criteria consistent with the basic contract; Quality Assurance Surveillance Plan (QASP); TO/DO metrics; and COR nomination IAW [AR 70-13](#) and [ACC Pamphlet 70-1](#). Examples of other documents that may be applicable are: Service Contract Approval/Inherently Governmental Function determination, within-scope statement, and Workload Data.

c. The DPCO (with assistance from the KO, as needed) determines whether the TO/DO requirement is within the IDIQ scope. The DPCO conducts market research to determine whether the IDIQ is the appropriate vehicle to satisfy the customer's requirement.

d. **Small Business Participation.** The DPCO will evaluate how best to achieve compliance with the IDIQ Small Business participation goal of 23% by establishing a minimum order requirement for Small Business participation.

e. The DPCO prepares TOR/DOR to include applicable attachments, e.g. (PWS/SOW/SOO), Workload Data, etc, due date for TOP/DOP return, period of performance and CLIN structure, discussion of TO/DO type, technical evaluation and basis for TO/DO award.

f. The DPCO submits TOR/DOR and attachments for appropriate reviews depending on applicable thresholds, e.g. to local legal office, PARC, etc.

## **II. TOP/DOP Evaluation.**

a. The Contractor submit TOP/DOP prior to due date.

b. The DPCO assembles Evaluation Team to evaluate TOP/DOP in response to TOR/DOR.

c. The Evaluation Team evaluates TOPs/DOPS in response to TOR/DOR and documents evaluation in accordance with the streamlined evaluation criteria established in the TOR/DOR.

d. The DPCO determines whether discussions are required, if so; notifies Offeror regarding discussions, conducts discussions and requests revised response. The evaluation board evaluates and documents revised response. If discussions are not conducted, the DPCO prepares TODD/DODD.

### **III. TOR/DOR Award and Administration.**

- a. The DPCO prepares TODD/DODD and submits for appropriate reviews, depending on applicable thresholds, e.g. to local legal office, PARC, etc.
- b. The DPCO awards TO/DO in local Contract Writing System.
- c. Contractor submits monthly reports summarizing awarded and pending TO/DO requirements on IDIQ to IDIQ KO and Contract COR, via emails as part of their CDRL requirements.
- d. DPCOs shall respond to any requests for information pertaining to orders awarded or administered by your office including but - not limited to, Freedom of Information Act requests, and inquiries/audits by: Congress, Inspectors General, the Small Business Administration, the General Accountability Office , and the IDIQ KO or the COR.

### **CHAPTER 7- TO/DO MONITORING AND CONTRACT ADMINISTRATION.**

**I. On/Off Ramps.** The KO will conduct an annual assessment of the contractor's performance using the Contract level metrics to determine whether or not to exercise options for the IDIQ contract. The annual assessment will examine performance results using the appropriate type of surveillance. If the Government determines that the contractor failed to meet standards as required by the Contract level metrics at the end of the base year or subsequent option periods, the Government may forego exercising future options.

If the Government determines that contractor failed to meet standards as prescribed by the Contract level metrics and/or a contractor is no longer considered to be a small, new competition will follow the same procedures and processes used for the initial solicitation and basic award.

**II. Exercise of Contract Options.** The base period for the contract is two (2) years for products and services ordering with a one (1) year option period for Products and services. If the Government determines the contractor failed to meet standards as prescribed by the Contract-Level Metrics, the Government reserves the right to Terminate for Convenience.

If no TO/DOs are currently active the option may not be exercised. IDIQ KOs have the right to request recertification of small businesses at the TO/DO level; however they are encouraged to discuss that decision with the IDIQ KO before hand to ensure there is a consistent approach with regards to small business, fair opportunity, and the exercise of options under the IDIQ contract.

### **ATTACHMENT LISTING:**

- Attachment 0001, Task Order Check List (Sample)

ATTACHMENT 0001

TASK ORDER CHECK LIST (SAMPLE)

Task Order solicited under AIT-V Indefinite Delivery, Indefinite Quantity (IDIQ) Contract

**Buyer Name:**

**Contracting Officer Name:**

**1. Short Name/Title of Requirement:**

**2. Brief Description of the Requirement:**

**Summary of Requirements:** *(Insert Scope and Objective of the requirement)*

**a. Have all services to be performed been fully described in the Performance Work Statement (PWS) so the full cost or price for the performance of the work can be established when the order is placed?**

Yes       No *(if no, why not)*

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

- Task 1:XXXX
- Task 2:XXXX
- Task 3:XXXX
- Task 4:XXXX etc

*Describe how success will be measured.*

**4. Procurement history:**  New Requirement       Follow-on to Contract/Task Order

*If this is follow-on, discuss the procurement history. Address any challenges that drive the mission or acquisition approach.*

5. Congressional interest in the requirement:

Yes *(if yes, describe)*     No

6. Is the requirement presented in performance-based terms? (see [FAR 37.601](#))

a. Performance Work Statement is presented in performance-based terms

Yes     No *(if no, has approval been obtained, see [DFARS 237.170-2](#))*

b. Does the PWS have a Performance Requirements Summary (PRS)?

Yes     No *(if no, state reason why a PRS is not provided (e.g., cost type task order, non-performance-based requirement approved, etc))*

c. Are the standards measurable?

Yes     No *(if no, include statement why they are not)*

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

Yes     No *(if no, include statement why not)*

e. Does the PRS include performance incentives where appropriate?

Yes     No *(if no, include statement why not)*

f. Has Quality Assurance surveillance Plan (QASP) been developed?

Yes     No *(if no, include date when QASP will be completed)*

g. Will Government-Furnished Property be provided?

Yes (If yes, list of property must be attached to Task Order)  No

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

Yes (see attached approvals)  No

8. **Contract Consolidation:** Do the requirements/acquisition approach meet the definition of “contract consolidation?: (see [DFARS 207.170](#))

Yes (see attached approvals)  No

9. Subcontracting Potential and Goals: *Describe, if applicable.*

10. Business Arrangements:

a. **Period of Performance Contemplated:** (include options periods, if applicable)

**Base Period:**

**1<sup>st</sup> Option Period:**

b. **Independent Government Cost Estimate:**

Item	Base Period	1st Option Period	2nd Option Period	3rd Option Period	4th Option Period	Total
Labor						\$ -
ODCs						\$ -
Travel						\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

c. **Basis of estimate:** *(Discuss how the IGCE was developed, who developed it, what information was considered, what assumptions were included, discuss the composition of the Other Direct Costs (ODC), if included)*

d. **If ODCs are included, are the ODCs clearly defined in terms of the nature of the ODCs and any limitations that may be placed on ODCs?**

Yes     No *(if no, why not)*     N/A

e. **Are the ODCs incidental to the performance of this task order?**

Yes     No *(if no, why not)*

f. **Is Information Technology (IT) included in the ODCs?**

Yes *(if yes, answer items i and ii below)*     No

i. **How will the IT be used?**

ii. **Who will retain property control?**

g. **Funding:**

i. **Funding Source:**

ii. **Funding Type:**

**Operations and Maintenance (Army)**

Other \_\_\_\_\_

**iii. Funding Stream:** *(Will each contract period be fully funded-if not, what is the contemplated funding stream?)*

**iv. Available Funding:** *(Is funding currently available – how much and what fiscal year?)*

11. Contract type:

Firm-Fixed-Price

12. Risk Management. Provide an assessment of current and potential technical, cost, schedule and performance risks, the level of stated risks, and a risk mitigation plan.

Technical Risk	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Cost Risk	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Schedule Risk	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Performance Risk	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High

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

- FAR 9.5, Organizational and Consultant Conflicts of Interest
- FAR 52.217-8 – Option to Extend Services
- FAR 52.217-9 – Option to Extend the Term of the Contract
- FAR 52.232-18, Availability of Funds
- FAR 52.232-19, Availability of Funds for the Next Fiscal Year
- FAR 52.232-22, Limitation of Funds is applicable at the CLIN level
- FAR 52.232-28, Invitation to Propose Performance-Based Payments
- FAR 52.232-32, Performance-Based Payments

14. Personal vs. Non-Personal Service Determination:

- Based on [FAR 37.104\(a\)](#) – the services are determined to be non-personal services
- Contractor personnel will NOT be supervised by government personnel

15. Services have been authorized: *(see Memorandum, Secretary of the Army dated 10 Jul 2009, subject: Army Policy for Civilian Workforce Management and Service Contracts)*

- Yes *(see attached approval)*

16. Does the Service Contract Act apply per FAR [22.10](#)?

- Yes (*Wage Determination No. \_\_\_\_\_ will be included in the TO*)
- No

17. Organizational Conflict of Interest (OCI): (See [FAR 9.505-2](#))

a. Have OCI implications been clearly identified in the PWS?

- Yes  N/A

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

- Yes

18. Options:

**Do you intend to include options?**

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

Reminder: Value for [52.217-8](#), Option to Extend Services must be evaluated (*If you do not evaluate the six-month option at time of award, you must do a J&A when you exercise it IAW GAO decision B-401472, Major Contracting Services, Inc., September 14, 2009. A change to the FAR/DFARS is forthcoming.*)

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

a. **Basis of Award:**

b. **Evaluation Criteria:**

**The Contracting Officer will consider the evaluation information, make a determination for task order award and provide supporting documentation.**

20. **Contract Administration Approach:**

a. **Contracting Officer Representative (COR):**

i. **COR has been nominated**     **Yes**     **No**

ii. **COR qualifications have been reviewed and determined to be appropriate for this acquisition**     **Yes**     **No**

b. **Who will perform task order contractor surveillance?**

c. **Who will perform task order administration?**

d. **Who will perform monitoring of task order metrics?**

21. **Additional comments:**

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

23. **Task Order Check List Prepared By:**

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**Contract Specialist**

**Date**

24. Reviews and Approvals (*as applicable*):

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**Contract Specialist**                      **Date**

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**Contracting Officer**                      **Date**

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**Legal Counsel**                              **Date**