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(Signature of person authorized to sign) (Signature of Constructing Officer)	2005	of person authorized to sign)			D1		(Signature of	Contracting Officer)	•	

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Section A - Solicitation/Contract Form

PREAMBLE

COOPERATIVE AGREEMENT AWARD

AGREEMENT NO: <u>HQ0034-13-2-0001</u>

EFFECTIVE DATE: June 05, 2013

PR NO(S): DJAM13A238

1. <u>AUTHORITY</u>: 10 U.S.C. § 2358, Only non-profit source with unique capabilities to meet Government's requirements.

2. TOTAL AMOUNT OF COOPERATIVE AGREEMENT (AT TIME OF AWARD): (b)(4)

3. <u>GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA</u>. Federal funds, in the amount of **\$250,000.00** are hereby made available for obligation of the Base Funding Period for a pre-determined project, and shall be properly chargeable to the following Accounting and Appropriation Data:

97130100.1220 4430 00000 251B 9JAA97 012195 DJAM13A238^{(b)(4)}

4. <u>ELECTRONIC FUNDS TRANSFER</u>. Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See SECTION B, for EFT information, and SECTION G, for Invoicing Instructions.

5. <u>PARTIES</u>. This Cooperative Agreement is entered into between the United States of America, represented by the Washington Headquarters Services Acquisition Directorate (hereinafter called the Government), and the National Center for Manufacturing Services, Inc. (NCMS) pursuant to and under U.S. Federal law.

EXECUTION OF COOPERATIVE AGREE

SECTION A - EXECUTION OF COOPERATIVE AGREEMENT (ORIGINAL SIGNED)

FOR THE RECIPIENT

National Center for Manufacturing Sciences, Inc. 3025 Boardwalk Ann Arbor, MI 48108-3266

FOR THE UNITED STATES OF AMERICA

Washington Headquarters Services Acquisition Directorate 1155 Defense Pentagon Washington DC 20301-1155

(SIGNATURE)

(SIGNATURE)

BRETT C. CLARK

GRANTS OFFICER

(NAME)

(NAME)

(TITLE)

(DATE)

(DATE)

(TITLE)

Page 4 of 30

Section B - Supplies or Services and Prices

TEM NO)(4)	SUPPLIES/SERVICES	OUANTITY	UNIT	UNIT PRICE	AMOUNT

ITEM NO	SUPPLIES/SERVICES	OUANTITY	UNIT	UNIT PRICE	AMOUNT
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COOPOERATIVE AGREEMENT SCHEDUL

1. <u>TERMS AND CONDITIONS</u>. By signing (acceptance) of this Cooperative Agreement, the Recipient certifies that it will perform all activities and projects as set forth in its Application for Federal Assistance, and comply with all terms and conditions of this Cooperative Agreement.

2. <u>COOPERATIVE AGREEMENT TERM</u>. This Cooperative Agreement shall be for a Base Period of <u>June 05</u>, <u>2013</u> through <u>June 04</u>, <u>2014</u>, with annual terms not to exceed <u>June 04</u>, <u>2023</u>. Subject to the availability of funds appropriated for this program.

3. <u>ORDER OF PRECEDENCE</u>. Inconsistencies or conflicts in the terms and conditions of this Cooperative Agreement shall be resolved according to the following order of precedence:

(a) 10 U.S.C. § 2358

(b) The Cooperative Agreement Schedule (SECTION B);

(c) The "General Terms and Conditions", as set forth in SECTION H; then,

(d) The "Descriptions and Specifications", as set forth in SECTION C; then,

(e) The Recipient's Application for Federal Assistance (SF 424), Budget Information (SF 424B), and Budget Narrative are incorporated herein by reference with the same force and effect as if set forth in full text.

4. <u>AUDIT</u>. The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

5. FUNDING LIMITATIONS AND ACCOUNTING AND APPROPRIATION DATA.

5.1. The Government's minimum funding obligation for the Base Year is **\$250,000.00**. The Government's maximum funding obligation for the total cooperative agreement term (inclusive of all Funding Periods) is subject to availability of funds appropriated for this program. Costs in excess of the initial term or the combined total of succeeding Funding Periods (as extended) will not be paid.

5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Cooperative Agreement will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

6. <u>ADVANCE PAYMENT</u>. Upon acceptance of the terms and conditions of this Grant/Cooperative Agreement and the submission of a Request for Advance or Reimbursement (SF 270) in an original and one (1) copy, to the Administrative Grants Officer (AGO), the Recipient shall be entitled to quarterly payments the first of which may be submitted as early as fifteen (15) days after award. Initial payment is expected to cover work performed during the first three (3) months of the Base Funding Period. Subsequent requests for advance payment shall be submitted to the AGO on a quarterly basis. The AGO may adjust the payment amounts based on the data contained in the SF 270 submissions or additional information provided by the Recipient. Reference is made to 32 CFR 32.22 and 32 CFR 32.52.

7. <u>BUDGETS</u>. The total amount of the Government's share for the Base Funding Period and each succeeding Funding Period, as approved by the Government, will be the maximum amount for which the Government is obligated to pay the Recipient for costs incurred under this Cooperative Agreement. The Government's share (maximum funding obligation) and the Recipient's share is as follows:

FUNDING PERIOD	DATES	AMOUNT
Base Year - Project one	June 05, 2013 – 04 June, 2014	\$250,000.00

8. PAYMENT SCHEDULE.

8.1. Original requests for payment shall be submitted to the Administrative Grants Officer via Wide Area Work Flow. The AGO may adjust payment amounts based on the date contained in the SF270 submissions or additional information provided by the Recipient. Reference is made to 32 CFR 34.10, 32 CFR 34.11, 32CFR 34.12 and 32 CFR 34.41.

PAYMENT	AMOUNT	DESCRIPTION	PAYMENT REQUEST
1	\$250,000.00	Project Plan (JIT)	June 20, 2013

*Base Year Project One Funding Only

8.2. <u>Invoicing Instructions</u>. Invoicing instructions are included as a separate clause. All invoices shall be submitted through Wide Area Work Flow (WAWF)

8.3. <u>Central Contractor Registration (CCR)</u>. The Recipient's Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)) is incorporated as follows:

DUNS NUMBER	TIN/EIN	CAGE CODE
180035768	38-2761126	0LW56

9. <u>PAYMENT OFFICE</u>. The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Cooperative Agreement is as follows:

Page 6 of 30

PAYMENT OFFICE	ADDRESS
DFAS Indianapolis (HQ0347)	DFAS Indianapolis 8899 E. 56 th St. Indianapolis, IN 46249-1510

10. <u>**PERFORMANCE REPORTS/SCHEDULE.</u>** Written reports shall display the type of report, the period covered by the report, the name and address of the Recipient, and the Cooperative Agreement Number. Performance reports are as follows:</u>

(a) Interim and Final Performance Reports. This report shall keep the Government Program Officer informed of the Recipient's progress toward accomplishment of the effort set forth in the Recipient's "Budget Narrative".

PERFORMANCE REPORTS	REPORTING PERIOD	DUE DATE
Interim Performance Report (Base Year)	The Interim Performance Reports will be submitted on a quarterly basis for the period of June 05, 2013 – June 04, 2014	Quarterly – Per Project PoP
Final Report	Project Based	TBD per project PoP

11. FINANCIAL REPORTS/SCHEDULE. Reports shall be prepared in accordance with OMB Circular A-110, and are required in accordance with the following schedule. The Recipient will report program outlays and program income on an <u>accrual</u> basis. If the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall develop such accrual information through an analysis of the documentation on hand. Performance reports are as follows:

FINANCIAL REPORTS	REPORTING PERIOD	DUE DATE
Base Year Report of Federal Cash Transactions (SF425)	The Interim Performance Reports will be submitted on a quarterly basis for the period of June 05, 2013 – 04 June, 2014	Quarterly – Per Project PoP
Base Year Financial Status Report (SF425)	Project Based	TBD per project PoP

12. EQUIPMENT AND SUPPLIES. Title to equipment and supplies purchased by the Recipient with Cooperative Agreement funds, shall vest in the Recipient in accordance with the provisions 32 CFR 32.34 (equipment) and 32 CFR 32.35 (supplies).

13. <u>SITE VISIT.</u> The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

14. <u>PREAWARD COSTS.</u> Per the Grants Officer, the recipient is **not** authorized preaward costs for this assistance vehicle.

15. <u>**REPORTS DISTRIBUTION:**</u> The recipient shall make distribution of all Performance and Financial Reports, Requests for Advance or Reimbursement (SF 270) shall be distributed as follows:

ADDRESSEE	ADDRESS	REPORTS	ORIGINAL COPIES
Grants Officer	Washington Headquarters Services, Acquisition Directorate ATTN: Mr. Brett C. Clark 1225 S. Clark St, Ste 901 Arlington, VA 22202	<u>PERFORMANCE REPORTS</u> Interim Report Final Report	1 Сору 1 Сору
Administrative Grants Officer	ONR Chicago Regional Office Federal Building, Room 208 536 South Clark Street Chicago, IL 60605-1588	PERFORMANCE REPORTS Interim Final FINANCIAL REPORTS SF425 PAYMENTS SF270	Original Original Original Original & 2 Copies
Government Program Officer	OSD/ L&MR/MP&P ATTN: Mr. Greg Kilchenstein 3500 Defense Pentagon, Room 5A712A Washington, D.C. 20301-3500	PERFORMANCE REPORTS Interim Final	1 Сору 1 Сору 1 Сору

16. <u>TITLE TO PROPERTY</u>. Title to equipment and supplies purchased by the Recipient with Cooperative

Agreement funds, shall vest in the Recipient in accordance with the provisions 32 CFR 32. 17. <u>GOVERNMENT AND RECIPIENT REPRESENTATIVES</u>.

NAME	TITLE	OFFICE & E-MAIL	TELEPHONE/FAX
Mr. Brett C. Clark	Grants Officer	WHS/AD brett.clark@wħs.mil	PH: (703) 545-1159
Mr. Kevin McCormick	Administrative Grants Officer	ONR Chicago Regional Office kevin.m.mccormick@navy.mil	PH: (312) 886-2649
Mr. Greg Kilchenstein	Program Officer	OSD/ L&MR/MP&P greg.kilchenstein@osd.mil	PH: (703) 614-0862
Ms. Susan Mills	Director, Accounting	NCMS susanm@ncms.org	РН: (734) 995-7039

Section C - Descriptions and Specifications

CTMA - SOW

CTMA – STATEMENT OF WORK

ODASD/MP&P established the Commercial Technologies for Maintenance Activities (CTMA) program for the research, development, and deployment of technologies to support weapon system and component sustainment, maintenance, obsolescence management, and other relevant technologies that ultimately support the warfighter and weapon system performance for the DoD. A primary mission area within the CTMA program is to provide technology development and insertion in support of the reliability and sustainment of ships, submarines, aircraft, land vehicles, non-traditional weapons systems and warfighter support systems.

The purpose of this Cooperative Agreement for the Defense Sustainment Technology Research, Development, and Deployment Program is to provide a mechanism for the CTMA program to provide research, development, and deployment to improve a broad range of DoD sustainment and warfighter support operations. The primary goal of this Cooperative Agreement is to leverage commercial developments for application to DoD issues – to reduce costs, improve system/platform operational availabilities, increase weapon system reliability, improve logistical support efficiency and effectiveness, improve environmental compliance and increase sustainment personnel safety.

A key goal within the Defense Sustainment Technology Research, Development, and Deployment Program is the establishment of a robust collaborative environment with private industry participants to perform DoDrelevant research, development, and deployment. To accomplish these objectives, ODASD/MP&P is seeking a recipient with broad, cross-industry experience and private industry experience in industrial, manufacturing, and advanced maintenance and manufacturing performance technologies. This recipient will develop and manage collaborative project teams from private industry, research organizations, government and academia with the intent of improving processes and technologies used by the DoD for a broad range of sustainment, performance and operational needs. The recipient sought for this Cooperative Agreement will provide leadership to improve technology innovations in a broad variety of DoD needs for research, development, and deployment of technology.

General Program Management/Government Oversight: This Cooperative Agreement encompasses a broad research, development, and deployment program which will include a number of individual research projects which are executed by forming team collaborations between the recipient, private industry/academia participants and the appropriate government representatives. Activities within this Cooperative Agreement shall be performed within the following programmatic requirements:

• <u>Project Identification/Selection</u>: On an ongoing basis, the recipient shall work with the appropriate government personnel to perform analysis of potential research projects. The purpose of this analysis is to make a determination on which projects to undertake based upon: (1) Perceived Benefit to DoD; (2) Confidence Level in Success of Research Activities; and (3) Available Funding. Throughout each year, DoD shall solicit potential projects from the DoD community. Based upon this input, the recipient shall develop an individual project concept for each potential candidate effort. Each project concept shall contain:

- Overview of the proposed project
- Background information relevant to the proposed project
- Purpose of the project (which includes a statement of the problem and broad description of the solution being undertaken)
- Improvement to DoD Operations (which explains how the project will help the DoD reach their improvement goals)
- Scope (includes a more detailed statement on the solution)
- Project deliverables
- Project budget

(b)(4)

- Period of Performance
- Expected benefits to DoD
- Expected benefits To Industry
- Project Participants and Roles
- Integrated Process Team (IPT): On an ongoing basis, the selection of a project shall be made by the IPT consisting of representatives from ODASD/MP&P and other relevant members of the DoD community as necessary. Decisions on project selections will be based upon the project concept produced by the recipient as well as the funding available. The recipient will only undertake projects selected by the IPT.
- <u>Project Execution</u>: Upon IPT approval of project plans, the recipient shall form individual collaborative focus teams to perform the work for each project. The recipient shall independently sub-award to each participant within the limits of the available project funding. The recipient shall perform all project management functions and provide all project resources to ensure all project efforts meet cost, schedule and deliverables, outlined in the project concept. The recipient shall also manage subawards with the project team as well as manage the accounting of all efforts in support of the Cooperative Agreement. The recipient shall include appropriate government personnel at project meetings and provide quarterly project progress reports to the IPT. Upon completion of projects, the recipient shall provide a comprehensive final report detailing the outcome of the project and all deliverables.
- Intellectual Property (IP) and Cost Sharing: When applicable, the recipient shall provide the Grants Officer with proposed administrative mechanisms to protect IP between project participants. Such mechanisms shall be consistent with the terms of the grant instrument and all applicable laws and regulations. The recipient shall document cost sharing (cash or in-kind) provided by project participants for each initiative worked within the scope of the Cooperative Agreement.

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Under Exemption (b)(4)

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Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT 0001 Destination 000101 N/A INSPECT BY Government N/A ACCEPT AT Destination N/A ACCEPT BY Government Government Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 04-JUN-2013 TO 03-JUN-2014	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97130100.1220 4430 00000 251B 9JAA97 012195 DJAM13A238 AMOUNT: \$250,000.00 CIN DJAM13A2380001: \$250,000.00

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2013) (DEVIATION)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS <u>252.232-7003</u>, Electronic Submission of Payment Requests and Receiving Reports

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <u>https://www.acquisition.gov;</u> and

(2) Be registered to use WAWF at <u>https://wawf.eb.mil/</u> following the step-by-step procedures for self-registration available at this web site

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <u>https://wawf.eb.mil/</u>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, File Transfer Protocol, or PayWeb.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

The contractor is directed to submit the following invoice type: Grant and Cooperative Agreement Voucher – requesting payment for a Grant or Cooperative Agreement

(2) *Inspection/acceptance location*. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

HQ0644

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

	Routing Data Table
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0347
Issue By DoDAAC	HQ0034
Admin DoDAAC	N62880
Inspect By DoDAAC	HQ0644
Ship To Code	N62880
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	N62880
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Joshua.kabisch@onr.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable.

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(3) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Section H - Special Contract Requirements

TERMS & CONDITIONS

1. <u>FEDERAL REQUIREMENTS</u>. Federal statutes and regulations take precedence over all terms and conditions of this Cooperative Agreement.

2. <u>DOD GRANT AND AGREEMENT REGULATIONS (DoD 3210.6-R¹)</u>. Federal regulations, to include but not limited to 32 CFR 32 and DoD 3210.6-R, take precedence over all terms and conditions of this Cooperative Agreement.

3. <u>ADMINISTRATION AND COST PRINCIPLES</u>. Applicable to this award, and incorporated herein by reference, are the requirements of 48 CFR Part 31, Contract Cost Principles and Procedures, and Subpart 31.2, Contracts with Commercial Organizations, as well as 32 CFR 34.16 Audits which is in part provided in full text.

§ 34.16Audits.

(a) Any recipient that expends \$500,000 or more in a year under Federal awards shall have an audit made for that year by an independent auditor, in accordance with paragraph (b) of this section. The audit generally should be made a part of the regularly scheduled, annual audit of the recipient's financial statements. However, it may be more economical in some cases to have the Federal awards separately audited, and a recipient may elect to do so, unless that option is precluded by award terms and conditions, or by Federal laws or regulations applicable to the program(s) under which the awards were made.
(b) The auditor shall determine and report on whether:

(1) The recipient has an internal control structure that provides reasonable assurance that it is managing Federal awards in compliance with Federal laws and regulations, and with the terms and conditions of the awards.

(2) Based on a sampling of Federal award expenditures, the recipient has complied with laws, regulations, and award terms that may have a direct and material effect on Federal awards.

c) OMB A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations (as revised on 19 November 1993 and as further amended on 30 September 1999).

d) OMB A-122 Cost Principles for Nonprofit Organizations (Revised). Incorporated into Title 2, code of Federal Regulations, Subtitle A, Chapter II, Part 230, effective 31 August 2005.

e) OMB A-133 Audits of States, Local Governments and Non-Profit Organizations (as revised on 27 June 2003).

4. <u>CERTIFICATIONS</u>. By acceptance (signing) of this award, or by accepting funds under the award, the Recipient thereby makes the following certifications:

(a) Certification at Appendix A to 32 CFR Part 25, regarding debarment, suspension and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 25, regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28, regarding lobbying.

5. <u>AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS</u>. By acceptance (signing) of this award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp.p.229], as implemented by Department of Labor Regulations at 41 CFR Part 60.

6. <u>**RETENTION AND EXAMINATION OF RECORDS.</u>** Retention and access requirements for records shall be as set out at 32 CFR 34.42.</u>

7. <u>ENVIRONMENTAL PROTECTION</u>. By acceptance (signing) of this award or accepting funds under this award, the Recipient assures that the Recipient agrees that its performance under this Cooperative Agreement will comply with all applicable Federal, State or local environmental laws and regulations, including but not limited to:

The DoD Grant and Agreement Regulations are published at: http://www.dtic.mil/whs/directives/corres/htm//32106r.htm

the requirements of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and the Clean Water Act (33 U.S.C. 1251, et. Seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the Recipient further agrees that it will:

(a) Not use any facility on the EPA's list of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.

(b) Notify the Grants Officer if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the Recipient knows has been recommended to be placed on the List of Violating Facilities.

(c) Notify the Grants Officer of any impact on Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (U.S.C. 4001, et, esq.), which require flood insurance when available, for Federally assisted construction or acquisition in flood-prone areas.

8. **REVISION OF BUDGET AND/OR PROGRAM PLANS.** The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans, and request prior approvals for budget and program plan revisions, in accordance with 32 CFR 34.15 and this Article. When requesting approval for budget revisions, the Recipient shall use the budget forms that were used in the application unless the Grants Officer indicates a letter of request suffices.

When requesting approval for budget revisions, the Recipient shall use the budget forms that were used in the application unless the Grants Officer indicates a letter of request suffices. Within 30 calendar days from the date of receipt of the recipient's request for budget revisions, the Grants Officer shall review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Grants Officer shall inform the recipient in writing of the date when the recipient may expect the decision.

8.1. The Recipient shall immediately request, in writing, prior approval from the Grants Officer when there is reason to believe that a programmatic or budgetary revision will be necessary as, as follows. All other budget related reasons have been waived.

(a) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval) (32 CFR 34.15 (c)(1)(i);

(b) The need for additional Federal funding (32 CFR 34.15 (c)(1)(ii);

(c) The transfer of funds among direct cost categories, functions and activities when the cumulative amount of such transfers is expected to exceed TEN percent (10%) of the total budget as last approved by the Grants Officer and/or AGO (32 CFR 34.15 (c)(3)(i).

9. ENFORCEMENT AND TERMINATION FOR CONVENIENCE.

9.1. <u>Remedies for Noncompliance</u>. The Government's remedies for noncompliance are as set forth at 32 CFR 34.52(a).

9.2. Effects of Suspension and Termination. The effects of suspension and termination are as set forth at 32 CFR 34.52(c).

9.3. <u>Relationship to Debarment and Suspension</u>. The enforcement remedies identified in this section do not preclude the Recipient from being subject to "Debarment and Suspension" under 32 CFR Part 25.

9.4. <u>Termination for Convenience</u>. Except as provided paragraph 9.1 of this Article, this Agreement may be terminated in whole or in part only as set forth at 32 CFR 34.51.

10. **DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815).** Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the award. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) The Recipient shall proceed diligently with performance of the award, pending final resolution of any dispute.

10.1. <u>Alternative Disputes Resolution (ADR)</u>. These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Cooperative Agreement terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the <u>Office of the Secretary of Defense</u>, <u>Director</u>, <u>Office of Administration and Management</u>.

(c) The <u>Director</u>, <u>Office of Administration and Management</u> shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

11. <u>PROCUREMENT STANDARDS</u>. The uniform standards for the Recipient's procurement of supplies and other expendable property, equipment, real property and other services with Federal funds are set forth in 32 CFR 32.30 through 32.31.

12. <u>PROPERTY STANDARDS</u>. The uniform standards for governing management and disposition of property furnished by the Federal Government whose cost is charged to a project supported by the Cooperative Agreement are set forth in 32 CFR Sections 32.31 through 32.37.

13. <u>STANDARDS FOR FINANCAL MANAGEMENT SYSTEMS</u>. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 34.11.

14. PROGRAM INCOME. Program income, if any, shall be used as set forth at 32 CFR 34.14(b)(1).

15. <u>OFFICIALS NOT TO BENEFIT</u>. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Cooperative Agreement, or to any benefit arising from it, in accordance with 41 USC § 22.

16. **RECIPIENT RESPONSIBILITY.** The Recipient has full responsibility for the conduct of the effort supported by this Cooperative Agreement, in accordance with the Recipient's Application for Federal Assistance and the terms and conditions specified in this Cooperative Agreement. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

17. <u>ACKNOWLEDGEMENT OF SPONSORSHIP</u>. The Recipient agrees that in the release of information relating to this Cooperative Agreement, such release shall include a statement to the effect that: (a) the effort is/was sponsored by the <u>United State Department of Defense</u>, (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

18. LIABILITY AND INDEMNITY. Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Cooperative Agreement. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Cooperative Agreement, or by the negligence or breach of the Cooperative Agreement by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Cooperative Agreement, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Cooperative Agreement. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

19. <u>CHANGE OF CIRCUMSTANCES</u>. Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Cooperative Agreement.

20. <u>FOREIGN TRAVEL AND ACTIVITIES ABROAD</u>. The Recipient shall assure that project activities carried on outside the United states are coordinated with appropriate Government authorities and that proper approvals are obtained prior to undertaking such activities. The Government does not assume responsibility for Recipient compliance with laws and regulations of the country in which the activities are to be conducted.

21. <u>ACKNOWLEDGEMENT OF SPONSORSHIP.</u> The Recipient agree that in the release of information relating to this Cooperative Agreement, such release shall include a statement to the effect that: (a) the effort is/was sponsored by the <u>United States Department of Defense</u>: (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official endorsement should be inferred. "Information" includes news release, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

22. IMPLEMENTATION OF E.O. 13224- EXECUTIVE ORDER ON TERRORIST FINANCING (MARCH 2002)

The recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/subawards issued under this Cooperative Agreement.

23. PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JUL 2010)

(a) All Recipients, sub-recipients and sub Recipients (—Recipients|| refers to both prime Recipients and all sub Recipients at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(b) Recipients are also required to comply with the following provisions:

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

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

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

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

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

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

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

(d) The Recipient agrees to incorporate the substance of this clause, including this paragraph, in all

subcontracts/subawards under this Cooperative Agreement.

24. COMPLIANCE WITH LAWS AND REGULATIONS

(a) The Recipient shall comply with, and shall ensure that its employees and its sub Recipients and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and directives applicable to personnel in Afghanistan

(b) Recipient employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Recipient employees are subject to prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Recipient employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Recipients shall immediately comply with any such order to remove its Recipient employee.

25. RECIPIENT PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-00004) (APR 2011)

(a) Definition. As used in this clause-

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) *General.* (1) This applies when recipient personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

(2) Cooperative Agreement performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Recipient accepts the risks associated with required contract performance in such operations.

(3) Recipient personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, recipient personnel are only authorized to use deadly force in self defense.

(ii) Recipient personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears uccessary to execute their security mission to protect assets/persous, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by recipient personnel subject to this clause is not active duty or service under 38 U.S.C. 106.

(c) Support. Unless specified elsewhere in the contract, the Recipient is responsible for all logistical and security support required for recipient personnel engaged in this contract.

(d) Compliance with laws and regulations. The Recipient shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Grants Officer is authorized to modify the terms and conditions of the contract.(e) *Preliminary personnel requirements*. (1) Specific requirements for

paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the

statement of work or elsewhere in the contract.

(2) Before recipient personnel depart from the United States or a third country, and before recipient personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Recipient shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

iii) All personnel have all necessary passports, visas, entry permits, and other documents required for recipient personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must, at a minimum-

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Recipient shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction

of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Recipient shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Grants Officer;

(2) Use a specific point of departure and transportation mode as directed by the Grants Officer; and

(3) Process through a reception center as designated by the Grants Officer upon arrival at the place of performance.

(g) Registration of Recipient personnel and private security recipient equipment.

(1) The Recipient is required to register in the automated webbased Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of recipient employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Recipient shall enter into SPOT, and maintain current data, including actual arrival

date and departure date, for all recipient personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national recipient personnel, who are performing this contract in the USCENTCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone-

(A) Hired under contracts valued less than \$100,000; (B) Who will be performing in the CENTCOM AOR less than 30

continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digitalcertificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) To register in SPOT:

(A) Recipient company administrators should register for a SPOT account at https://spot.altess.army.mil; and (B) The customer support team must validate user need. This

process may take two business days. Company supervisors will be contacted to validate Recipient company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at https://spot.altess.army.mil/.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at http://www.resource.spotes.net/ for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Recipient shall submit aggregate recipient personnel counts at a minimum quarterly or as directed by the Grants Officer by category (i.e. U.S. third country national or local national) of those recipient personnel who are on contracts valued greater than \$100,000, but performing less that 30 days in the AOR (e.g. day laborers).

(6) The Recipient shall ensure that all recipient personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Recipient and the designated Government official. The Grants Officer will inform the Recipient of the Government official designated to receive the data card.

(h) *Recipient personnel*. The Grants Officer may direct the Recipient, at its own expense, to remove and replace any recipient personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons.

Page 26 of 30

(1) If the Grants Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—

 (i) The Grants Officer may authorize an approved Recipient to issue Recipient-owned weapons and ammunition to specified employees;
 or

(ii) The Grants Officer Representative may issue Government-furnished weapons and ammunition to the Recipient for issuance to specified recipient employees.

(2) The Recipient shall provide to the Grants Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Recipient shall ensure that its personnel who are authorized to carry weapons—
(i) Are adequately trained to carry and use them—
(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the USCENTCOM Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all gnidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Grants Officer of the Recipient's authorization to possess weapons, the Recipient shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Grants Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by recipient personnel rests solely with the Recipient and the Recipient employee using such weapon.

(j) Vehicle or equipment licenses. Recipient personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Recipient personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, recipient personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Recipient personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(1) *Evacuation*. (1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national recipient personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Recipient shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Grants Officer.

(m) Notification and return of personal effects. (1) The Recipient shall be responsible for notification of the recipient personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Recipient shall also be responsible for the return of all personal effects of deceased or missing recipient personnel, if appropriate, to next of kin.

(n) *Mortuary affairs*. Mortuary affairs for recipient personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) *Changes.* In addition to the changes otherwise authorized by the DoDGARS of this Cooperative Agreement, the Grants Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the

provisions of the Changes clause of this contract.

(p) *Subcontracts*. The Recipient shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subrecipient personnel to perform in the USCENTCOM AOR.

26. ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-00014) (AUG 2010)

(a) The Awardee shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The Awardee shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials—

(i) US Army Criminal Investigations Division at http://www.cid.army.mil/reportacrime.html;

(ii) Air Force Office of Special Investigations at http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;

(iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx; or

(iv) To the command of any supported military element or the command of any base.

(d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

27. WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Recipient shall (a) provide, before commencing performance under this gran, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

28. MODIFICATION OF COOPERATIVE AGREEMENT. The only method by which the Cooperative Agreement can be modified is through formal, written modification, signed by either the Grants Officer or Administrative Grants Officer. No other communications, whether oral or in writing, shall be binding on the parties.
29. <u>COST SHARING OR MATCHING</u>. All contributions, including cash and third party in-kind, shall be accepted as part of the Recipient's cost sharing or matching when such contributions meet the criteria set forth at 32 CFR 32.23.

29.1. The Recipient commits to obtaining, at a minimum, matching funding equal to the Government's share applied to direct support of Recipient's applicable collaborative project agreements authorized pursuant to the Recipient's Statement of Work. The Government's "direct support" shall mean funds received by the Recipient under this Agreement and subsequently awarded under subcontract, purchase order, or other funding instrument to support performance of applicable collaborative projects but shall exclude equipment and items of non-expendable personal property which are procured for use at Government facilities or otherwise dedicated for Government purposes. Applicable Collaborative Projects shall mean projects authorized by the Program Officer and funded via the Defense Logistics Agency. Recipient's contributions shall be recognized as cost sharing or matching only to the extent that they are used for authorized purposes of the Agreement. The parties agree that the amount of match obtained on direct support is to be obtained by Recipient on a cumulative basis annually. Matching funds shall consist of both cash and in-kind contributions (including both direct and indirect expense) and shall be evaluated in accordance with 32 CFR 32.23.

29.2. Valuation of the services of volunteers, employed by organizations other than the Recipient may be established according to the procedure set forth in 32 CFR 32.23, paragraphs (d) and (e) by application of the average Recipient in-house cost of engineering, and overhead.

29.3. Independent research and development (IR&D) funding and background technology, including intellectual property rights, patents, and trade secrets can be used to support cost share. All contributions of background technology shall be valued in accordance with generally accepted valuation techniques and will in no event exceed the market value at the time of donation.

29.4. Records, sufficient to permit Government verification of matching funds shall be maintained by the Recipient at its facility. Government access to records supporting Recipient amounts of matching funds shall be solely at the Recipient's facility. Records deemed insufficient to verify recorded amounts of matching funds may result in disallowance of those related amounts.

29.5 Unless specified otherwise in the Special Terms and Conditions paragraph of the Research Cooperative Agreement, cost sharing, if any, is included in accordance with OMB Circular A-110 and DODGARs §32.23.

30. <u>RECIPIENT RESPONSIBILITY</u>. The Recipient has full responsibility for the conduct of the effort supported by this Agreement, in accordance with the Recipient's Statement of Work, and the terms and conditions specified in this Agreement. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

31. <u>MILITARY SECURITY CLASSIFICATION</u>. Military security requirements in the performance of this Agreement shall be maintained in accordance with the DD Form 254. The highest classification involved in the performance of this Agreement is SECRET. The Agreement, and modifications thereto, are unclassified.

32. PREFERENCE FOR U.S. FLAG CARRIERS. Travel supported by U.S. Government funds under the Agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the

International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the 31 March 1981, amendment to Comptroller General Decision B138942.

33. <u>CARGO PREFERENCE</u>. The Recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Agreement, and which may be transported by ocean vessel, shall be transported on privately owned US-flag commercial vessels, if available.

34. RESTRICTIONS ON PRINTING. Unless otherwise authorized in writing by the Grants Officer, reports, data, or other written material produced using funds provided by the Agreement and submitted thereunder shall be reproduced only by duplicating processes and shall not exceed 5,000 single page reports or a total of 25,000 pages of a multiple-page report. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related illustrative materials if required as a part of the Agreement, or the incidental printing of forms or materials necessary to be used by Recipient to respond to the terms of the Agreement. If the Agreement Schedule specifies copies of reports be submitted to the Defense Technical Information Center², one copy of each technical report submitted to the DTIC must be black typing or reproduction of black on white paper suitable for reproduction by photographic techniques. Reprints of published technical articles are not within the scope of this provision.

35. <u>PUBLICATIONS</u>. Publication of project results in professional journals is encouraged as an important method of recording and reporting scientific information. One (1) copy of each paper planned for publication will be submitted to the Government Program Officer simultaneously with its submission for publication. Following publication, copies of published papers shall be submitted to the Government Program Officer.

36. LIABILITY AND INDEMNITY. Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Agreement. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Agreement, or by the negligence or breach of the Agreement by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Agreement, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Agreement. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.
37. PATENTS, DATA AND COPYRIGHTS. All rights and title to patents, data and copyrights pursuant to 48 CFR Part 27, generated under this Agreement shall vest in the Recipient.

37.1. The Recipient hereby grants to the Government a nonexclusive, nontransferable, irrevocable, paid-up license to use, duplicate, or disclose for Governmental purposes only any and all such patents, data and copyrights made or developed under this Agreement. The advance written approval of the Recipient must be obtained to authorize any exception to the limited Government purpose rights license described herein.

37.2. The Recipient shall use the Department of Defense (DD) Form 882 "Report of Inventions and Subcontracts" to file annual and final reports. Annual reports are required no later than 60 calendar days after the end of each year of performance. The final report is required no later than 90 calendar days following the expiration of the Agreement. The Recipient shall submit the original and one (1) copy to the servicing Staff Judge Advocate's office, one (1) copy to the Grants Officer and one (1) copy to the Administrative Grants Officer.

37.3. The Recipient reserves the right to protect by copyright original works developed under this Agreement. The Recipient hereby grants the Government a nonexclusive, nontransferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government any copyrighted materials developed under this Agreement.

37.4. The Recipient shall ensure that all data which is subject to less than unlimited rights, delivered to the Government under this Agreement, is clearly marked with an appropriate restrictive legend. Data received with no

² Defense Technical Information Center (DTIC), 8725 John J. Kingman Road, Suite 0944, Fort Belvoir, VA 22060-6218.

restrictive legend may be deemed to be furnished with unlimited rights. However, within six (6) months after delivery of such data, the Recipient may request permission to pace a restrictive legend on the data at its own expense. The Grants Officer may approve the request if the Recipient: (i) demonstrates that the omission was inadvertent; (ii) establishes that the use of the legend is authorized; and (iii) relieves the Government of liability with respect to the data.

38. PROGRAM INCOME. All program income earned during the project period (except proceeds from the sale of real and personal property and license fees and royalties received as a result of copyrights or patents produced under the Cooperative Agreement) shall be deducted from the total project's allowable costs in determining the net allowable costs on which the Federal share of costs will be based (see DODGARs §32.24).

39. SUBAWARDS. Recipients shall flow down requirements to subawards in accordance with DODGARs §32.5.

Unclassified

419 Request

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VENDOR	CONTACT NAME	CONTACT PHONE
NCMS	SueMills	754-995-7039

Funding Information

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Special Instructions Resepass to Monica Mende in WHS for execution on the CTMA Cooperative Agreement

Comments Not Entered

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cept as provided herein, all terms and conditions of th		94 or 104 as heretofore changed remains unchanged	ed and in full fores on	d effect	
A. NAME AND TITLE OF SIGNER (Type		16A. NAME AND TITLE OF CON BRETT CLARK (GO) / GRANTS OFFICER	TRACTING OFF	ICER (Ty	pe or print)
5B. CONTRACTOR/OFFEROR	120 DATE 000	TEL: 703-545-1159	EMAIL: brett.clari	1200	160 DATE CONT
B T TINT RAT T () R () E E E R () R	15C. DATE SIGNE	D 16B. UNITED STATES OF AMERI	CA		16C. DATE SIGNEI
B. CONTRACTONOLLEROR					
(Signature of person authorized to sign)	_	BY (Signature of Contracting Offi	and the		27-Jun-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4)

(b)(4)

The following have been modified:

PREAMBLE

COOPERATIVE AGREEMENT AWARD

AGREEMENT NO: HQ0034-13-2-0001

EFFECTIVE DATE: June 05, 2013

PR NO(S): DJAM13A238

1. <u>AUTHORITY</u>: 10 U.S.C. § 2358, Only non-profit source with unique capabilities to meet Government's requirements.

2. <u>TOTAL AMOUNT OF COOPERATIVE AGREEMENT (AT TIME OF AWARD)</u>: (b)(4) Amount funded through modification P00001 (b)(4)

3. <u>GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA</u>. Federal funds, in the amount of (b)(4) are hereby made available for obligation of the Base Funding Period for pre-determined projects, and shall be properly chargeable to the following Accounting and Appropriation Data:

AA: 97130100.1220 4430 00000 251B 9JAA97 012195 DJAM13A238 in the amount of (b)(4) AB: 97130100 1220 4430 00000 251B 9JAA97 012195 DJAM13A237 in the amount of AC: 97 3 0100.1120 00000 2562 251B 96JU97 049447 DSAC 3 0516 in the amount of AD: 1731106 1A2A 253 95490 067443 2D M00088 08813MPLL273 067443 in the amount of \$828,123.00

4. <u>ELECTRONIC FUNDS TRANSFER</u>. Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, for EFT information, and **SECTION G**, for Invoicing Instructions.

5. <u>PARTIES</u>. This Cooperative Agreement is entered into between the United States of America, represented by the Washington Headquarters Services Acquisition Directorate (hereinafter called the Government), and the National Center for Manufacturing Services, Inc. (NCMS) pursuant to and under U.S. Federal law.

SECTION B - SUPPLIES OR SERVICES AND PRICES

(b)(4)

HQ0034-13-2-0001 P00001 Page 3 of 19

(b)(4)

SUBCLIN 000104 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY

000104

Funding - CTMA - Project Four (USMC) FFP

Funding for Maintenance and Supply Accountability and Process Efficiencies -Marine Corps User Experience and System Operational Improvement for GCSS-MC to focus on the practical application of technology to increase supply chain and maintenance functions in a garrison and expeditionary environment through knowledge management and general logistical and technical plans and actions. PoP: 26 June 2013 - 25 June 2014 PURCHASE REQUEST NUMBER: H9126831690003000

UNIT

NET AMT

UNIT PRICE

ACRN AD

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text: STATEMENT OF WORK - PJCT FOUR

Maintenance and Supply Accountability and Process Efficiencies - Marine Corps User Experience and System Operational Improvement for GCSS-MC

For

HEADQUARTERS MARINE CORPS INSTALLATION AND LOGISTICS **OAG Operational, Functional and Technical Improvements Support**

STATEMENT OF WORK (SOW)

AMOUNT \$0.00

\$0.00

\$828,123.00

1.1 Purpose

This Statement of Work (SOW) is for the operational, training and technical expertise needed to enhance Logistics Modernization efforts led by Headquarters Marine Corps Installation and Logistics (I&L). This initiative focuses on the manifested challenges of the Global Combat Support System Marine Corps (GCSS-MC) in the post implementation phase, and will improve asset maintenance and supply accountability by increasing asset visibility with a focus on equipment maintenance status and condition for the warfighter. Additionally the end user of GCSS-MC and the larger Logistics community will have an improved capability and understanding of the system. The goal is to address timely maintenance and increase the efficient allocation of maintenance resources (people, process and tools) necessary to increase the overall readiness posture of Marine Corps assets. This will be accomplished by assessing GCSS-MC functionality, tools and processes in order to identify and recommend courses of action for rectifying issues with the IT system, developing policies and procedures, and supplementing training and education programs that will enhance the end user experience within GCSS-MC. These actions will provide Supply and Maintenance SME's to the Operations Advisory Groups (OAG) and Marine Forces (MARFORS). This will require in depth GCSS-MC Oracle knowledge, expert knowledge in Marine Corps Supply and Maintenance business processes, and a strategic understanding of the full range of stakeholders impacted by the Modernization effort.

1.2 Objective

The GCSS-MC improvement initiative will focus on the practical application of technology to increase supply chain and maintenance functions in a garrison and expeditionary environment through knowledge management and general logistical and technical plans and actions. The goal is to assist the OAG in the identification and correction of deficiencies in Material Management, Equipment Accountability/Visibility, Distribution Visibility, User Functionality, and Material Readiness in order to improve system performance and enhance the user experience within the system. The objectives of this initiative include improvements to the system and operations of Marine Corps units that will result in the following:

- 1. Improved asset visibility and readiness data.
- 2. Improved equipment readiness records.
- 3. Improved maintenance execution and tracking.
- 4. Improved user experience and functionality within the system.
- 5. Improved system and user capabilities through accelerated user acceptance.
- 6. Improved performance of the system.

1.2.1 Statement of Problem

The implementation of GCSS-MC has created several deficiencies for the end users. A thorough understanding of the system is lacking across the Marine Corps. The Corps has identified several deficiencies in Material Management, Equipment Accountability/Visibility, Distribution Visibility and Material Readiness. In addition, records tracking of maintenance activities has also been insufficient. The implementation of GCSS-MC has complicated some of these efforts and additional efforts and resources must be expended to address the critical areas within the system and improve capabilities of the system.

Rectifying several of the key problems that hamper the system user's experience will include decreasing system response time, increasing efficiency of operations, and accuracy of record keeping. By enhancing the training, education, and information distribution of the program, the end user experience will be greatly improved and allow the user to have up to date information that will improve supply and maintenance operations in efficiency and effectiveness.

1.2.2 Background Information

As the GCSS-MC system has been fielded, emerging gaps between current policies and procedures and those needed to sustain the system and support the warfighter have been identified. Gaps have also been identified in the training and support provided to end users that directly affects their ability to operate within the system. Finally, gaps exist within the overall Change Management strategy and execution plan that are critical in the near-term, post implementation phase for this major transformation effort. HQMC I&L has initiated an OAG to identify and rectify these deficiencies. Current initiatives and plans have been developed and are continually evolving to meet the growing list of challenges that confront the system and the Marine Corps' ability to maximize the Return on Investment from Log Modernization in general, and GCSS-MC in particular. These areas of concern have escalated to a level that cannot to be properly addressed given the current manpower constraints. Additional technical, functional and operational expertise is needed to support the current initiatives and develop and implement future plans and operations. Problems that Marine Leaders are coping with include but are not limited to the following:

a. Policies, procedures and enterprise level guidance have not kept pace with the evolution of the system.

- Various SOPs and internal policies being developed that do not always coincide with HQMC policy.
- Policies and procedures have not been fully developed that support the end user and viability of the GCSS-MC system sub-optimizing output of the system and the user experience.
- b. Technical and network shortfalls have degraded the system.
 Network and infrastructure shortfalls affect the system latency.
- c. Training system shortfalls including both training content and a systemic approach to addressing unit turnover

1.3 <u>Technology/Initiative Actions</u>

The project team will work closely with command elements of the U.S. Marine Corps to identify enhancements to existing systems that can meet near and long term logistical requirements. This effort will help to shape decisions that the Marine Corps must make regarding long term investments within the Combat Development System (CDS) to ensure that the right logistical force capabilities and systems are properly identified, coordinated, and acquired through the POM/budget/acquisition process to support evolving current and future Marine Corps' operational concepts. The actions will result in an improved system that is more effective, efficient, and more easily utilized by the end users. **1.3.1** Task 1. Provide technical and operational expertise to I&L Operational Advisory Group (OAG) and Advocacy for GCSS-MC. The goal of this task is to provide functional, technical and operational expertise to the OAGs working to enhance and improve GCSS-MC. The team will augment and reinforce all working groups as assigned to include but not exclusive to the Executive, Training, Network, Systems Management, Policy, Futures, Program Communications, and Resources working groups as well as the overall OAG. These efforts will provide the needed skill sets and expertise in order to develop and implement HQMC initiatives and directives in improving system operations, maintenance, management, accountability, supply system operations, and sustainability surrounding GCSS-MC. Further efforts will provide I&L greater abilities in identification of technology, processes, policy and skill sets needed to increase effectiveness and efficiency in the Marine Corps maintenance and supply operations as they relate to GCSS-MC and Logistics Modernization goals.

1.3.2 Task 2. Analysis of Oracle EBS R-12 and GCSS-MC Oracle Compatible Mobile

Applications with respect to their projected performance on the NMCI Network. The goal of this task is to address the several challenges that exist with respect to the GCSS-MC System and its performance on the existing Marine Corps Network and provide improvements and enhancements as identified. While there are practical and functional reasons for upgrading the Oracle EBS R-11 software, it is critical to understand the possible effects of this upgrade from a network performance perspective. Similarly, modernization includes the potential implementation of mobile applications such as Mobile Field Service and other Applications associated with mobile IT tools. It is imperative that the business case for these modernization options is understood from a network performance perspective. The team shall conduct a predictive analysis of R-12 and Mobile Applications in the GCSS-MC environment with respect to Network performance providing courses of action for improvement.

1.3.3 Task 3. Analysis of USMC Enterprise Logistics Business Intelligence Capabilities. The goal of this task is to provide analysis of emerging and legacy IT logistics Systems and Applications – System Architectures, Data and Functionality. Provide analysis of Enterprise-wide logistics data including identification and recommendations for Authoritative Data Sources. Conduct determination of Consolidated Reporting requirements and capabilities at the Tactical, Operational, and Strategic levels of the Marine Corps Enterprise. Provide analysis of alternative solutions and Courses of Action for Modernizing Business Intelligence Tools and Applications for Marine Corps Logistics that will improve visibility of assets and system responsiveness.

1.4 Projected Benefits

Improving Logistics Operations

The team will seek to identify untapped opportunities for process and/or adoption of unused or underused systems technologies and capabilities to improve logistics operations and provide implementation plans for the same. The implementation of GCSS-MC has enhanced the warfighter's ability to requisition, maintain, and distribute assets both in garrison and deployed. The OAG has been established to further refine and tune the system's capabilities and functionality while making incremental long term improvements to the system. The technical, logistical, and subject matter expertise provided by the team will strengthen I&L's ability to accomplish these efforts. In addition they will help to identify, address and correct issues as they arise and find long term viable solutions that further improve the system and the user experience within it.

Benefits to Industry

- Increased visibility of USMC parts requirements through near real time usage data allowing for more just in time practices.
- Better forecasting models that will allow industry to more efficiently schedule production runs and provide equipment and parts on a more conducive schedule to the needs of the Marine Corps.
- Increased accuracy of records and predictors for maintenance actions at the depot level. The ability to identify and diagnose maintenance concerns earlier in the cycle will be achieved through the preventive maintenance scheduling and detailed histories of equipment that the system allows. This information was held in hard copy form under legacy systems and was frequently lost. Increased accuracy of only 5% will reduce costs by as much as \$3.25M annually at the depot level. Half of all depot level maintenance is completed by commercial industry. The increased accuracy of history for equipment will allow industry to properly plan, schedule and stock for maintenance actions.
- With accurate and timely data regarding the health, usage and maintenance of military systems resident in GCSS information systems, industry providers of MRO services will have better insight into the projected workscope involved in returning these systems to a ready status. This increased visibility of the data along with increased confidence in the accuracy of the data will allow industry to reduce business risk and form better partnerships with their DoD customers.

Benefits to DoD

- Inventory Reduction: Based on the MS C economic analysis for the GCSS-MC System, the Marine Corps anticipates approximately \$19.75M/yr in inventory cost savings. The estimated savings for the III MEF Intermediate Level inventory cost for FY 2012 was approximately \$1.6M. Conservatively, this equates to \$5M/yr across all USMC Intermediate Level supply. These inventory reductions have not been realized at the Enterprise/Wholesale level in large part because of Organizational Change Management, Training, and Business Process Management issues. Tasks 1 and 3 are intended to drive the Intermediate Level savings across the enterprise by engaging MCSC and MCLC, resulting in annual offsets of, conservatively \$10M/yr, with potential offsets of \$14M/yr.
 - Reduction in costs due to a more efficient maintenance pipeline. Decreasing the need for redundant supply capacity through the use of Corps wide visibility of assets for both end items and supply parts and materials.
 - Increased Asset Visibility with respect to maintenance status in the maintenance pipeline providing real time status of equipment and systems.
 - Increased Supply Visibility of Status and Availability of resources. Approximately 10% of assets were not accounted for in Legacy supply systems.
 - Improved Maintenance Tracking. Delineating the life cycle of equipment to include preventive and corrective maintenance. Identifying warranted items and eliminating needless expenditure of USMC funds for repair of covered actions and repairs.
 - Improved Supply and Asset Tracking/Accountability. Providing visibility across the Corps and eliminating redundant and excess parts/equipment.

- Enterprise visibility of assets and expenditure rates improves planning, lightens the MAGTF and increases operational flexibility and responsiveness.
- Labor Productivity Enhancements:
 - Reduction in man hours needed to process maintenance actions by eliminating steps and processes for the end user. (195k hours * \$20.78/hr = \$405,210 annually)
 - Enhancement of system user's ability to operate within the system and perform assigned duties through improved and more effective training equaling 39.48 hours annually for 1950 maintenance personnel = (77k hours *\$20.78/hr = \$1.6M)
 - Empowerment of users through the elimination of layers of bureaucracy and allowing for front line mechanics and technicians to requisition needed parts and material.
 - Streamlined policies, procedures and techniques, reducing man hours, simplifying operations and returning equipment to full operational capabilities in a timely manner.

1.5 Participants

1.5.1 Government

- Headquarters Marine Corps, I&L (LPV,LPC)
- Marine Corps Logistics Command
- Marine Corps Systems Command

1.5.2 Industry/Other

- National Center for Manufacturing Sciences
- (b)(4)

1.6 Deliverables

- Provide research, analysis and formal reports as required relating to policies, processes, procedures and associated areas as deemed necessary by the OAG to include but not limited to GCSS-MC GPNs. Policies must evolve with the improved performance of the system.
- Coordinate meetings, conferences, and working groups as required. This includes the production and dissemination of supporting materials, and the delivery of reports and POA&Ms for final approval by I&L.
- Create quarterly situation reports for the fleet pertaining to GCSS-MC
- Produce quarterly VTC and Semi-annual OAG huddle after action reports
- Develop presentations for the VTC and OAG huddles
- Create, monitor, and maintain the High Level Timeline for OAG functions, tasks, and deliverables.
- Provide resolution recommendations and action plans for areas of concern within GCSS-MC.
- Provide general functional support to all working groups and emerging work areas within the OAG as required.
- Assist in the execution of the Change Management Strategy for HQMC I&L, including the development and maintenance of an Enterprise Level Stakeholder analysis.
- Develop a R-12 and Mobile Applications capability analysis report.

- Develop training, technical, and operational products as required.
- Provide Monthly Status Reports
- Provide Quarterly Progress Reviews
- Provide a final CTMA final report at the end of this intiative.

1.7 Deployment Plan

Based upon the discoveries from this initiative, the project team will work with the Marine Corps through the OAG to address the key deficiencies in the Material Management, Equipment Accountability/Visibility, and Material Readiness and deploy the results of this initiative.

1.8 Overall Project Costs

The total project cost for this effort is \$928,592. The project participant's cost share is \$100,409. The government is providing \$828,183 for this effort. The following considerations are provided for the above cost share:

The project participant is a relatively newly formed SDVOSB, supporting the overall DOD goals for Small Business and Service Disabled Veteran Owned Small Business participation. While the Cost Share is somewhat lower than typical, large business participants, it nevertheless represents significant cost share relative to the SDVOSB. In addition, this project drives the realization of the benefits as described above. As a conservative approach, the project anticipates the realization of 50% of the described benefits as a result of Tasks 1 and 3, resulting in a greater than 5:1 overall benefits ratio for this project – significantly exceeding minimum expectations.

1.9 Security

This initiative will require some work at the SECRET level. Some team members on this initiative will require access to classified SECRET material. Those team members who work in classified work spaces must meet minimum access standards for access to classified national security material at the SECRET level. Team members may be required to have access to classified systems, such as SIPRNet, in order to access various classified operational plans and communication architectures as necessary to perform the tasks of the initiative. Physical access to classified processing areas at the SECRET level is required. At a minimum, an interim SECRET access granted by DISCO/DSS or other CAF is minimally required before being granted access to work in a SECRET processing facility. A Visit Authorization Request (VAR) must be sent by the corporate Facility Security Officer (FSO) to the DC I&L SMO Code 540080084 that expires in conjunction with the current option period end date prior to the start date of the team member who wishes to in process. All documentation (i.e. DD 254) required for security certification will be the responsibility of the team and the client organization.

1.10 Period of Performance

(b)(4)

The duration of this project is twelve months from June 26, 2013 through June 25, 2014.

Operational Enhancements and Demonstration Statement of Work

Background

The Shareable Operational Resources Tool (SORT) was developed initially to demonstrate the benefits of merging "Product" level data through its NATO (or National) Stock Number (NSN) or Reportable Item Code (RIC), and "Item" level data using Item Unique Identification (IUID) as a means to provide visibility of common or shareable resources between forces within a contingency operation. SORT exists in 2 forms: As a web-based portal hosted at the NATO Support Agency (NSPA), and as dSORT (deployable SORT), a Commercial off the Shelf (COTS) product which is capable of being hosted on the internet as well as closed networks. SORT was identified as a Tier I NATO Multi-National Approaches Task Force (MNA-TF) Initiative for its ability to support the U.S. and NATO goal of pooling and sharing assets. A 23 June 2012 DEPSECDEF Memo to NATO Supreme Allied Commander for Transformation (SACT) identified US as the "Lead Nation" for SORT, among other initiatives. The memo further defined this role to include seeking partnerships among Allies, developing courses of action with partners, coordinating efforts and reporting on progress. Due to funding limitations, SORT functionality has fallen behind commercial upgrades incorporated into dSORT which add functionality or address shortfalls which identified during employment in exercises and user evaluations. One critical shortfall of SORT (NSPA) is the ability to offer and transact logistics services in addition to items. dSORT has incorporated and demonstrated this through use of the Maintenance and Repair Data Exchange Specification (DEX) to enable SORT as a means to exchange maintenance and cross-servicing support services for equipment in a deployed environment - providing either an alternate to organic maintenance or a re-planned approach to combine maintenance capabilities for co-located Allied forces. This supports NATO's Multinational Logistics concept as well as President Obama's 2012 guidance: "In this resource-constrained era, we will also work with NATO allies to develop a "Smart Defense" approach to pool, share, and specialize capabilities as needed to meet 21st century challenges."

Statement of Problem

Resource constraints in DoD and in Allied nations precipitate the need to provide means to reduce redundancy in a manner that is low-risk to success of exercises and contingency operations. As resources subside from wartime levels, Logistics and Maintenance are areas that traditionally are cut more severely and immediately than Manpower or Acquisition. Logistics redundancy is an area already targeted by the U.S. Navy and Marine Corps through their Naval and Marine Corps Air-Ground Task Force Logistics Interoperability (NLI/MLI) initiatives. Extension of this concept to our likely partners in and beyond NATO continues this approach in a manner that can preserve operational capabilities through improved efficiency and flexibility of deployed logistics resource management. Although SORT has high-level backing, it has yet to be embraced during operational planning and execution. This project is designed to address this issue by integrating SORT coincident with various standard logistics information systems and processes and to demonstrate its capability via live exercises with both multinational participation, as well as the command planning level (CPX) as well as live forces (LIVEX). Additionally, it provides resources to implement targeted developmental upgrades to SORT (NSPA) that exist in dSORT and enable exchange of logistics services (Maintenance) between deployed units.

Objectives

This CTMA initiative will develop capabilities necessary to upgrade SORT (NSPA) that enable logistics services within SORT (NSPA) in addition to addressing other identified shortfalls, and will demonstrate this to multinational forces in a 2014 exercise using the Maintenance and Repair DEX. This will result in both improved capability and awareness of SORT as a means to implement Multinational Logistics capabilities in exercises and Contingency Operations – reducing deployed footprint requirements, strategic lift, and demand for high-priority shipment of items into theater when they exist outside of the traditional supply chain.

Deliverables

Pages 45 - 47

Withheld in Full

Under Exemption (b)(4)

SECTION E - INSPECTION AND ACCEPTANCE

(b)(4)

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Inspec	ction Schedule was added f	or SUBCLIN 000103:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Inspec	ction Schedule was added f		
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
SECTION F - DELIVERIES OR	PERFORMANCE		

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 04-JUN-2013 TO 03-JUN-2014	N/A	N/A FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 04-JUN-2013 TO 03-JUN-2014	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of th	is modification, the to	tal funded amount for	uns document was m	creased by

SUBCLIN 000104: Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AD

CIN: H91268316900030000001

Acctng Data: 1731106 1A2A 253 95490 067443 2D M00088 08813MPLL273 067443

Increase: \$828,123.00

Total: \$828,123.00

The following have been modified:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2013) (DEVIATION)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing*. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS <u>252.232-7003</u>, Electronic Submission of Payment Requests and Receiving Reports

(c) WAWF access. To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <u>https://www.acquisition.gov;</u> and

(2) Be registered to use WAWF at <u>https://wawf.eb.mil/</u> following the step-by-step procedures for self-registration available at this web site

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <u>https://wawf.eb.mil/</u>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, File Transfer Protocol, or PayWeb.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

The contractor is directed to submit the following invoice type: Grant and Cooperative Agreement Voucher – requesting payment for a Grant or Cooperative Agreement

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

HQ0644

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0347
Issue By DoDAAC	HQ0034
Admin DoDAAC	N62880
Inspect By DoDAAC	HQ0644
Ship To Code	N62880
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	N62880
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b)(6)	
(b)(6)	

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable.

(3) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text: <u>SPECIAL PAY INSTRUCTIONS</u> For invoicing under subCLIN 000104 please send invoices to:

ADDRESS

DFAS Columbus Marine Corp Vendor Pay PO Box 369022 Columbus, Ohio 43236-9022 US

(End of Summary of Changes)

AMENDMENT OF SOLICIT	TATION/MODI	FICATION OF CONTRACT	1	I. CONTRACT	ID CODE	PAGE OF PAGES
	1	1		J		1 44
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJE	CT NO.(Ifapplicable)
00008	16-Jun-2014					
ISSUED BY CODE	HQ0034	7. ADMINISTERED BY (If other than item 6) OFFICE OF NAVAL RESEARCH - CHICAGO		CO	DE N6	2880
WHS - ACQUISITION DIRECTORATE 1225 S CLARK STREET, SUITE 1202 ARLINGTON VA 22202-4371		JOHN C. KLUCZYNSKI FEDERAL BUILDING 230 SOUTH DEARBORN, ROOM 380 CHICAGO IL 60604-1595				
NAME AND ADDRESS OF CONTRACT OF	t (No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF:	SOLICITATION NO
NATIONAL CENTER FOR MANUFACTURING SCIENC ((b)(6) 3025 BOARDWALK ST STE 250 ANN ARBOR MI 48108-3230			9B. DATED (S	EE ITEM	11)	
						ACT/ORDER NO.
	1		x	10B. DATED	(SEE ITE	M 13)
DDE 0LW56	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI	36.3	05-Jun-2013		
The above numbered solicitation is amended as set for				ATIONS is extended.	-	xtended.
or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to th ACCOUNTING AND APPROPRIATION I	THE RECEIPT OF OFFERS amendment you desire to ch we solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFIES ange an offer already submitted, such change may	D M/ he m	A Y RESULT IN ade by telegramor le		
See Schedule						
13. THIS I	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	50	RDERS.		
1	Contraction of the second s	CT/ORDER NO. AS DESCRIBED IN IT			_	
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 104	6					
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOI					as change	s in paying
C. THIS SUPPLEMENTAL AGREEMENT Mutual Agreement of Both Parties	CONTRACTOR OF A DESCRIPTION OF A DESCRIP					
D. OTHER (Specify type of modification an	d authority)					
IMPORTANT: Contractor is not,	X is required to sig	gn this document and return 1	co	pies to the issuin	g office.	
4. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: holbrook The purpose of this modification is to:		I by UCF section headings, including solid	citat	tion/contract sub	ect matte	r
 Add Project Eighteen in the amount of \$39 Add Project Nineteen in the amount of \$50 						
)(4)						
All other terms and conditions remain uncha	nged.					
wept as provided herein, all terms and conditions of the		9A or 10A, as heretofore changed, remains uncha	ngeo	d and in full force and	l effect.	
5A. NAME AND TITLE OF SIGNER (Type	or print)	16A. NAME AND TITLE OF CO DAVID WES BENNETT JR. (GO) / BRANCH		EF		
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	TEL: 703-545-1365	DIC	EMAIL: david.w.be		ail.mi 16C. DATE SIGNEI
	DATE SIGNE		e n	A mete or		IOC. DATE SIGNEL
B. CONTRACTOROFFEROR			-			
(Signature of person authorized to sign)	-	BY (Signature of Contracting Of				12-Jun-2014

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been modified: PREAMBLE

COOPERATIVE AGREEMENT AWARD

AGREEMENT NO: HQ0034-13-2-0001

EFFECTIVE DATE: June 05, 2013

PR NO(S): DJAM13A238

1. <u>AUTHORITY</u>: 10 U.S.C. § 2358, Only non-profit source with unique capabilities to meet Government's requirements.

2. TOTAL AMOUNT OF COOPERATIVE AGREEMENT (AT TIME OF AWARD)

Amount funded through modification P00008:^{(b)(4)}

3. <u>GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA</u>. Federal funds, in the amount of (b)(4) are hereby made available for obligation of the Base Funding Period for pre-determined projects, and shall be properly chargeable to the following Accounting and Appropriation Data:

V: 97140100 1220 4430 00000 251B 9JAA97 012195 DJAM14A236 in the amount of \$399,450.00 W: 1731109 4617 310 67854 067443 2D 461700 4MP34E56351J 067443 in the amount of \$500,000.00 (4)		
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4. <u>ELECTRONIC FUNDS TRANSFER</u>. Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See SECTION B, for EFT information, and SECTION G, for Invoicing Instructions.

5. <u>PARTIES</u>. This Cooperative Agreement is entered into between the United States of America, represented by the Washington Headquarters Services Acquisition Directorate (hereinafter called the Government), and the National Center for Manufacturing Services, Inc. (NCMS) pursuant to and under U.S. Federal law.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000120 is added as follows:

					17. C
ITEM NO 000120	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding - CTMA Project FFP	18			
	Joint Maintenance Data In	nteroperability			
	Period of Performance: 10	5 June 2014 - 15 Ju	ine 2015		
				NET AMT	\$0.00
				NET AMI	50.00
	ACRN AV				\$399,450.00
	SUBCLIN 000121 is a	added as follows	5:		
ITEM NO 000121	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding - CTMA Project FFP	19			
	Platform as a Service (Par Evaluation Proof of Conc		istics Data Wa	rehouse Review and	
	Period of Performance: 10	5 June 2014 - 15 N	ovember 2014		
					*
				NET AMT	\$0.00
	ACRN AW				\$500,000.00

SUBCLIN 000122 is added as follows:

Pages 57 - 58

Withheld in Full

Under Exemption (b)(4)

The following have been added by full text: <u>STATEMENT OF WORK - PROJECT 19</u> Project 10

Project 19

(b)(4)

Platform as a Service (PaaS) Enterprise Logistics Data Warehouse Review and Evaluation Proof of Concept

1 Overview and Background

It is very costly for commercial industry (including the DoD) to maintain IT capabilities in order to manage their day to day business. Industry continues to look for ways to operate more efficiently in order to maintain their IT cost competitiveness. Many companies today are investigating the feasibility of outsourcing IT and utilizing improving internet capabilities. One area that is continues to gain interest is Cloud Computing, specifically Platform as a Service (PaaS). Cloud Computing allows companies as well

as DoD to store their software and data on provider's remote servers. Outsourcing this function saves money, time and reduces the number of in-house IT personnel required. Writing the code for software and deploying programs requires significant server space, advanced software to create programming environments and steps to keep data secure. Investing in the infrastructure can be very expensive. Many companies can no longer afford the infrastructure and software purchases needed to launch and grow their programming efforts. PaaS vendors offer in-house developers an alternative. For a monthly fee, developers are able to access these tools, servers, and programming environments remotely. In lieu of being housed on the developer's servers, everything is stored in the Cloud.

The Marine Corps have similar problems with their IT systems and have shown a particular interest in using Cloud Computing as a solution. Testing Cloud Computing, specifically PasS, as an integrated solution to their more than 350 systems and applications in the Marine Corps Log IT Portfolio should help build a strong business case that can be leveraged by commercial industry to resolve their costly, uncompetitive in-house IT capabilities.

2 Statement of Problem with Intended Solution/Purpose

Just like industry, there are a myriad of systems and applications in the Marine Corps Log IT Portfolio that are very costly to maintain. While some share data, none are interoperable let alone being integrated. As a result, the data required by and provided from these systems is not accessible for data mining, analysis and visualization. Writing the code for software and deploying programs requires significant server space, advanced software to create programming environments and steps to keep data secure. Investing in the infrastructure is expensive. Industry (and the DoD) are no longer able to afford the high cost of infrastructure including purchasing software needed by in-house developers to be meet their IT requirements. There is a solution – Cloud Computing, specifically PaaS.

It is proposed that a Commercial Technologies for Maintenance Activities (CTMA) initiative be formed to fully review and evaluate Platform as a Service (PaaS) capability utilizing the Marine Corps Ordinance Information System (OIS-MC) as a data base. This review is expected to result in potential improvements and modifications that should be considered an investment for industry to enjoy as PaaS is generally non-proprietary and available for all.

The evaluation is additionally aimed at extending the useful military life of the Ordinance Information System Marine Corps (OIS-MC) system in that the improvements, within the current performance envelope, would be considered plug-ins to the existing system and will not require development testing. This review will include providing support in the conduct of production assessments in support of OIS-MC. Additionally, this initiative will provide production engineering & technical support for the implementation of software and hardware change proposals to Global Combat Support System – Marine Corps (GCSS-MC) and track integration/implementation for Engineering Change Proposals (ECPs). These GCSS-MC ECPs will focus on the producibility of production operations, processes and systems associated with integration with the Enterprise Logistics Data Warehouse (ELDW). This CTMA initiative supports the reduction of GCSS-MC system interfaces, reporting requirements, acquisition risk and operating costs while increasing Logistics Information Technology (Log IT) portfolio interoperability and improving data integrity and confidence for Depot and Operating Forces (OpFor) ground equipment maintenance.

3 Objective

The comptroller of the sponsoring USMC activity has determined that the Navy procurement appropriation is suitable for this CTMA initiative as the work centers primarily on the acquisition of existing software, its integration into USMC business systems and the performance of acceptance testing and evaluation of the targeted software

solutions. This CTMA initiative is a follow on to a previous CTMA Master Data Management (MDM) Solutions Alternative Proof of Concept (PoC) initiative in which a multi-purpose shared data environment ELDW that provided global data aggregation and management, centralized reporting, and analytical processing for tactical and. Depot logistics systems was developed. The objective of this initiative take the previous CTMA initiative one step further by evaluating the integration of ELDW and PaaS to further reduce GCSS-MC interfaces, improve data accessibility, increase and improve legacy Log IT system interoperability and reduce future capability development costs. Upon completion, the results of this initiative will be publically available so that Industry can leverage the lessons learned and outcomes in efforts to improve IT capability at greatly reduced cost and ultimately be in a position to provide goods and services to the public at lower price points.

4 Concept of Operations

This will be accomplished taking a systematic approach during the Review and Evaluation Proof of Concept (PoC) process assuring applicability across operations is taken into account. Efficiency and Return on Investment (ROI) will be considered as improvements or total replacement of stove piped point-to-point legacy systems are made through the adoption of PaaS integration platform. Using rapidly developed applications and integrating transactional business systems like GCSS-MC into a single authoritative ELDW data source is expected to meet the Marine Corps Master Data Management (MDM) vision, strategy and implementation plan.

5 Technology / Project Approach

The technical approach is to procure limited licenses and newly available software and complete acceptance testing and evaluation of PaaS integrated with several USMC in-house IT systems. Specifically, processes, operations, and systems will be evaluated through the integration of the USMC Logistics ERP, GCSS-MC with:

- 1. PM, Ammo's PaaS (OIS-MC) featuring a Software Development Kit (SDK) for application / module development
- Select legacy systems such as Storage Retrieval Automated Tracking Integrated System (STRATIS), Common Logistics Command and Control System (CLC2S) and the Transportation Capacity Planning Tool (TCPT)
- 3. Arms and Ammo Logistics Chain Management (A2 LCM) capability that provides a single interface for the Ordinance Information System-Marine Corps (OIS-MC) and Automated Armory applications and 4) the ELDW developed in the CTMA MDM Solutions Alternative PoC.

This integrated capability will provide a "single version of the truth" and the ability to mine existing data for analysis and visualization and will be demonstrated at the Marine Corps Expeditionary Logistics Wargame VIII during July 2014. The outcomes of this effort will codify the requirements and support future resource planning and allocation decisions for GCSS-MC.

6 Business Case

The Platform-Service model offers industry and the DoD several advantages including cost savings, reduced technical maintenance, and increased mobility. The upfront costs for purchasing servers, other hardware, and the necessary software licenses are eliminated. With servers hosting off-site, fewer tech support staff is required. Expensive tools that may be required for only a short period of time during the software development process can be accessed as part of the overall PaaS package. A BCA (Business Case Analysis) will be included to validate claims of both development and ongoing maintenance costs.

7 Benefits

7.1 Benefits to Industry

Platform as a Service (PaaS) as evaluated in this CTMA initiative is expected to have enormous benefits to the US industry and the general public good. Specifically, the initiative will be able show the direct benefits to industry to be able to develop new IT applications or services in the Cloud that do not depend on a specific platform to run. Further industry can make the applications widely available to their constituents and supply chain users through the internet. PaaS delivers Cloud-based application development tools, in addition to services for testing, deploying, collaborating on, hosting, and maintaining applications available to all. The evaluation is expected to show that open architecture of PaaS can support integration with legacy applications and interoperability with on-site systems, an important consideration for the complex commercial industry. Interoperability gives industry the flexibility to take advantage of Cloud benefits while retaining data and applications on-site as needed. PaaS offerings facilitate the deployment of applications without the cost and complexity of buying and managing the underlying hardware and software and provision hosting capabilities. Employee mobility across industry is increased as needed data would now be fully accessible via web-based tools. Many agile software developers who follow a trend that focuses on moving from concept to workable product as quickly as possible, see the flexibility of PaaS environment. The wide range of tools available make it possible for companies to adapt from a programming environment to the ever-evolving Cloud Computing concept.

7.2 Benefits to DoD

The results of this initiative can be leveraged across DoD to dramatically impact readiness planning and management through improved interoperability / access to more legacy systems and accurate data. Additionally, the DoD will enhance the ability to provide logistics support and reduce risk and sustainment costs to the Warfighter through:

- Support the Joint Logistics Enterprise
- Decrease sustainment costs
- Improve depot performance through increased interoperability of legacy system
- · Improve acquisition decision making
- · Enhanced readiness due to more effective and efficient data analysis
- · Reduced institutional TLCM risk

8 Participants

8.1 Government

- Headquarters Marine Corps, I&L (LPV)
- Marine Corps Logistics Command
- Marine Corps Systems Command (PM, GCSS-MC and PM, Ammo)

8.2 Industry

- (b)(4)
- •
- National Center for Manufacturing Sciences
- 9 Period of Performance

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1 May 2014 – 30 September 2014

10 Total Cost

The total cost for the initiative is \$750,000.00. The contractor's cost share is \$250,000.00. The government is providing \$500,000.00

1.1 11 Security Requirements

This initiative will be completed at the UNCLASSIFIED level. All industry participants will require DoD Common Access Cards (CAC) to access associated systems and security badges with swipe access to I&L (LPV) facilities in order to meet with government participants on a regular basis.

1.2 12 Travel

Travel will be required within the National Capital Region (NCR) and to Marine Corps Base, Albany, Georgia. Travel costs will be paid by the contract.

11 Technology Transition

In addition to its financial and programmatic management of the collaboration, NCMS shall perform technology transition efforts to disseminate the results of this initiative as appropriate across the full spectrum of commercial and DoD sustainment activities, from field to depot maintenance and logistics. Technology transition efforts may include as appropriate; briefings, videos, webinars, and reports; within intellectual property rights and security constraints.

(b)(4)

Pages 64 - 82

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Under Exemption (b)(4)

Page 31 of 44

STATEMENT OF WORK - PROJECT 23

(b)(4)

Page 84 - 89

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Under Exemption (b)(4)

STATMENT OF WORK - PROJECT 18 Project 18

Joint Maintenance Data Enterprise Interoperability

Statement of Work

1.1 Background

(b)(4)

In today's global net-centric service industry, it is commonplace for maintenance of complex aviation, ship, railway and automotive to be contracted to the best-value provider. In order for this third-party service provider to execute the most effective and efficient maintenance, pedigree information regarding that hardware must be made visible and actionable to that provider. Currently, commercial industries are lacking in software and system capabilities that communicate information not only from system to system but also to multiple facilities globally and across service providers. Any sharing of information, resources or services is usually ad hoc, disjointed and informal with no traceability, a lack of accounting for life-cycle management or cost consideration. Another result of this shortfall of this capability is a significant redundancy of parts stocks, consumable inventory, maintenance capability, and services. All these inefficiencies are ultimately passed to the consumer in terms of the cost paid for goods and services.

Both industry and the military services have been pursuing efforts, (IT, process, procedural and contractual) in an attempt to rectify this issue. Through the International Standards Organization (ISO) and industry associations such as AIA and NDIA, industry has been actively engaged in rectifying this shortfall through the development of overarching information system-agnostic standards for the exchange of hardware pedigree data required for maintenance and sustainment. DoD has also been an active participant in this endeavor and has taken specific actions to evaluate these data interoperability standards through efforts such as Joint Logistics Integration (JLI), Naval Logistics Integration (NLI), MAGTF Logistics Integration (MLI), as well as Inter- agency Logistics Integration initiatives. Although much has been accomplished to date, further work needs to be accomplished in order for the maintenance community to leverage these standards data exchange processes.

Maintaining materiel readiness under the current and enduring fiscal environment requires maintenance organizations to leverage all available opportunities to reduce redundant or unnecessary costs and processes. Significant cost in terms of transport, sustainment, support and redeployment is incurred by the different stakeholders without consideration of the economies of scale possible through common logistics solutions. Operating independently in today's economy is unsustainable. Throughout the logistics chain, cost effective solutions are challenged by the idea that each component has to have all their own resources to accomplish the mission. This perspective guarantees the continued spiral of expense, unnecessary redundancy, and excess will continue to exist. In an era of limited resources and extreme competition for business, leveraging common capabilities to support operations must be a common goal.

1.2 Purpose

Developing tools, technologies and processes that can leverage the benefits associated with operating across organizational boundaries will enable the maintenance and sustainment community to share logistics capacity and materials. This initiative will develop a joint concept of operations (CONOPS) for sharing logistics information across a coalition enterprise in a secured cloud-enabled environment and demonstrate the capability to transmit, receive and manipulate this information between a minimum of two separate maintenance organizations in a logistics exercise that simulates operational conditions. Along with the CONOPS, this initiative will establish agreed to business rules for publishing and subscribing information, continuing the identification and mapping of data using ISO 10303 application protocol 239 (PCLS) and methods for developing decision quality information across the coalition maintenance enterprise. Recently, the U.S. Department of Defense (DoD) received the mandate to leverage all capabilities in a joint environment, in order to pool and share resources between services and coalition partners. Because of this mandate, the U.S. Military is a perfect environment for evaluating and demonstrating a capability for sharing resources and services. In an era of limited resources, leveraging common capabilities to execute operations will be critical to success. More importantly there is a need to understand and document the necessary actions and activities that allow both the commercial industry and services to embrace the logistics interoperability functional benefits. Specifically, there is a need to develop a Business Case Analysis (BCA) to document the value of the effort and a Concept of Operations (CONOPS) for Joint Logistics Interoperability to define the methods in which the capabilities will be employed.

1.3 Scope of Work

This collaborative effort will focus on easily exchanging and sharing relevant information, underlying logistical data, without negating the positive attributes of the individual data characteristics (AIS, Process, and procedures) as an enabler to Logistics Interoperability and Integration. This approach will allow both industry and service stakeholders to highlight the positives of their unique logistics support capabilities and minimize any disruption to their legacy, propriety, and specific needs. This CTMA initiative will focus on the work to address Joint Logistics Interoperability CONOPS and an expansion of capabilities that not only will be available to commercial industry but will further offer joint forces the ability to pool and share resources as well as associated maintenance and repair data. This collaborative effort will result in a demonstration of communication tools, improved weapon system reliability and readiness at reduced costs.

This CTMA initiative is submitted by the National Center for Manufacturing Sciences (NCMS) and will be managed contractually by NCMS for all the participants involved in supporting the execution of the SOW. **1.3.1 Basic Tasks and Deliverables**

1.3.1.1 Develop a joint CONOPS for sharing accessible and understandable logistics information from Services' or

coalition partners' authoritative data sources that is networked in a secure computing environment. The CONOPS will:

- Align with and implement existing strategies and policies that enable securing and sharing data across the DoD logistics enterprise
- Describe the purpose, goals, objectives, benefits and end state desired for sharing data such as product life-cycle management information
- Provide the operating concept for publishing and subscribing to information in the shared environment and methods for developing decision quality information
- Outline how Combatant Commanders' staffs can plan for integrated maintenance capacity to reduce deploying excess redundant capabilities

1.3.1.2 Develop the business rules for providing and accessing information in the shared environment. Business

rules will include:

- Minimum data element requirements
- Agreed to standards for formatting information
- Methods for publishing and subscribing to information

1.3.1.3 Continue data ontology efforts to expand mapping of Services' authoritative data elements to standards in

ISO 10303 application protocol 239 (PCLS). Efforts will leverage USMC data initiatives defined under

USMC Tactical Service Oriented Architecture and Coalition Logistics Initiatives.

- Further define and map data exchange elements for ground systems maintenance
- Expand data ontology determination and definition to supply chain processes where data exchange will benefit performance in the areas of property accountability, inventory management, and transportation

1.3.1.4 Demonstrate interoperability of data sharing using 239 protocol data exchange standards during USMC

EXLog VIII

- Demonstrate the ability to publish, subscribe and manipulate selected product life-cycle management data using a secure networked data environment. Possible scenarios include:
 - o Evacuation of ground equipment for repair by MALS afloat
 - o Maintenance and Repair data exchanges between GCSS-MC and Navy's OOMA
- Publish a report with recommendations for future interoperability development and demonstration

1.3.1.5 CTMA quarterly and final report

1.4 Period of Performance

The period of performance for this CTMA initiative is expected to be 12 months from award on the CTMA Cooperative Agreement.

1.5 Benefits to Industry/Public Sector

Currently, no single simple and internationally recognized means exist to seamlessly share information including Product Life-Cycle Data between multiple authoritative sources within industry. Adoption of ISO 10303 standards in the adoption of a standardized maintenance and repair data exchange (DEX) will facilitate varied entities to communicate desired information globally. Specifically, new international markets will now be accessible to U.S. maintenance businesses that do not currently exist because all entities are using the same data exchange barrier to conducting repair work across international borders.

This CTMA initiative will create new partner opportunities for the public at large. U.S. businesses will now have access to the varied dependent data structures of unforeseen business partners that have existed all along. This activity should lead to reduction of overall cost to provide services in an international arena by affording more opportunities for competition.

One of the objectives of this initiative is to create a U.S. competitive advantage in the international marketplace by the adoption of a state of the art mechanism to integrate information and share critical life cycle management data pertaining to varied weapons systems. Today, businesses are precluded from participating in the sustainment of weapons systems due to their inability to easily share repair and maintenance data concerning their products. Post this project, translators, operating concepts, business case frameworks, and experiences will exist that can, when properly applied, alleviate this dilemma.

1.6 Benefits to DoD

Financial Benefit

This collaborative effort will provide evidence that documents the savings that can be achieved by jointly integrating Services' logistics capabilities where it results in synergy. This effort also leverages commercial and foreign

military investments in standards development for structured data exchange. It will provide a CONOPS that components can use to plan for integration of joint sustainment capabilities.

Improved Logistics Support to Operations

Although each of the Services have common equipment obtained from the same supplier, they do not normally apply sustainment and support packages that leverage this commonality due to different support systems, ERPs, repair practices and acquisition channels. Attempts to overcome this are hampered by a variety of issues. However, by developing data exchange flows and integrating back end systems, the DoD can begin to leverage the inherent benefits of mutual sustainment activities and achieve sustainment cost reduction across the Joint Force.

Government Participants

- HQMC I&L
- LOGCOM
- ODASD(MPP)
- JOINT STAFF J4

Industry Participants

- (b)(4)
 National Center for Manufacturing Sciences
- (b)(4)

Overall Project Costs

The total cost for this initiative is \$550,000. The participant's cost share is \$150,000. The government is providing \$400,000 for this effort.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Insp	ection Schedule was added f	for SUBCLIN 000120:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Insp	ection Schedule was added f	for SUBCLIN 000121:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Insp			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Insp	ection Schedule was added t	for SUBCLIN 000123:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Insp	ection Schedule was added t	for SUBCLIN 000124:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Inspection	Schedule was added f	for SUBCLIN 000126:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Inspection	Schedule was added f	for SUBCLIN 000127:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Inspection	Schedule was added f	or SUBCLIN 000128:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

(b)(4)

SUBCLIN 000120: Funding on SUBCLIN 000120 is initiated as follows:

ACRN: AV

CIN: DJAM14A236000120

Acctng Data: 97140100 1220 4430 00000 251B 9JAA97 012195 DJAM14A236

Increase: \$399,450.00

Total: \$399,450.00

SUBCLIN 000121: Funding on SUBCLIN 000121 is initiated as follows:

ACRN: AW

CIN: M9545014MP34E56000121

Acctug Data: 1731109 4617 310 67854 067443 2D 461700 4MP34E56351J 067443

Increase: \$500,000.00

HQ0034-13-2-0001 P00008 Page 43 of 44

Total: \$500,000.00

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Page 96

Withheld in Full

Under Exemption (b)(4)

		ACCEPTAN	ICE OF MI	PR			
1. TO (Requiri MCSC-DFN 2200 Lester	ing Activity Address)(Includ A - Attn: DFM Street	de ZIP Code)	2. MIPR NUMB	3. AMENDMENT NO. Basic			
Juantico V	irginia 22134-6050 US		4. DATE (MIPR	AMOUNT (As Listed on the MIPR)			
b)(6)	dentified of every in consistent	and the items requested will be provided a	20140331 \$500,000.00				
a	ALL ITEMS WILL BE PI ALL ITEMS WILL BE PI ITEMS WILL BE PROV THIS ACCEPTANCE, F	ROVIDED THROUGH REIMBURSEMENT ROCURED BY THE DIRECT CITATION OF IDED BY BOTH CATEGORY I AND CATEGORY I OR CATEGORY I ITEMS, IS QUALIFIED F FIGURE WILL BE FURNISHED PERIOD	(Category I) FUNDS (Catego GORY II AS INDIO BECAUSE OF AN	ry II) CATED BELOW TICIPATED CONTINGEN			
	MIPR ITEM NUMBER(S) IDENTIFIED IN BLOCK 13, "REMARKS"	IS NOT ACCEP	TED (IS REJECTED) FOR	THE REASONS INDICATED.		
3.		HROUGH REIMBURSEMENT ATEGORY I	9.		DIRECT CITATION OF FUNDS		
ITEM NO.	QUANTITY	ESTIMATED PRICE	ITEM NO.	QUANTITY	ESTIMATED PRICE		
			Basic		\$500,000.00		
1 TOTAL EST	TIMATED PRICE	\$0.00	e. TOTAL ESTI	MATED PRICE	\$500.000.00		
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