General Services Administration
Federal Acquisition Service
Northeast and Caribbean Region

ISSUED TO:

ALLIANT GOVERNMENTWIDE ACQUISITION CONTRACT (GWAC) VENDORS

PERFORMANCE-BASED STATEMENT
OF WORK (PBSOW)
For
SYSTEMS ENGINEERING AND TECHNICAL ASSISTANCE SERVICES

DEPARTMENT OF ARMY (DA)
PROJECT MANAGER (PM) WARFIGHTER INFORMATION NETWORK-TACTICAL (WIN-T)
ABERDEEN PROVING GROUND (APG), MD 21005

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1 INTRODUCTION

Project Manager Warfighter Information Network-Tactical (PM WIN-T) provides the communications network and services that allows the Warfighter to send and receive information in order to execute the mission. Information is the element of combat power that allows Commanders to magnify the effects of maneuver, firepower, and protection. WIN-T is the transformational Command and Control system that manages tactical information transport at theatre through Company Echelons in support of full spectrum Army operations.

The WIN-T Network is currently being fielded incrementally to the Army. WIN-T Increment 1 provides networking capabilities "At-The-Halt" down to the Battalion level and has completed its fielding to Army Units. WIN-T Increment 2 builds on Increment 1 capabilities and provides initial networking "On-The-Move" down to the Company level only for select Maneuver Brigades. WIN-T Increment 3 will provide combined Network Operations management capability, updated Network Centric Waveform (NCW) functionality and development and demonstration of the updated Highband Networking Waveform (HNW) capability in support of WIN-T fieldings for the Brigade Combat Team (BCT) modernization and Army Capability Sets.

The WIN-T Increments are designated an ACAT ID program which is subject to the management, review and approval processes of DoDI 5000.02. PM WIN-T is chartered with the life cycle acquisition management and support responsibility for all of the systems and products it is assigned. A critical attribute of the Contractor for this effort is an in depth knowledge and experience implementing the requirements of DoDI 5000.02. This is essential to the timing, program milestone approvals and success of its programs and the overall mission of PM WIN-T.

2 SCOPE

This Performance Based Work Statement (PBSOW) specifies systems engineering support tasks that the contractor shall perform in support of PM WIN-T programs. These Systems Engineering and Technical Assistance (SETA) non-personal services include expertise not readily available within the Project Management Office or supporting Communications-Electronics Command (CECOM) Life Cycle Management Center (LCMC) matrixes and other U.S. Government offices. These services provide the flexibility required for tasks, which cannot be accomplished by the U.S. Government organization within the available time. It is an objective of these services to provide the support needed to assist the PM WIN-T programs and projects to successfully achieve their program milestones and mission needs in an effective and efficient manner. The efforts described in the PBSOW comprise a broad range of efforts including: strategic planning; concept development and requirements planning; systems design, engineering and integration; technology insertion/systems integration; engineering and technical documentation support; software/hardware engineering; preparation of independent assessments; systems engineering solutions; value engineering; test integration and evaluation; integrated logistics support; and acquisition and life cycle management as set forth herein. This support includes assisting WIN-T, its Product Managers (PdMs), WIN-T divisions, project teams, and support some of the following programs and projects as requested, during any or all phases of the

system's/equipment acquisition life cycle as described in DoDI 5000.02: (Note: This list will change in response to new direction and to keep pace with evolving Army needs.)

- Area Common User System Modernization (ACUS) Inc 1
- En-route Mission Capability (EMC) Inc 1
- Fight the Network (FTN)
- Global Broadcast System (GBS)
- Global Rapid Response Information Package (GRRIP)
- MILSATCOM Systems Engineering
- NETOPS Integration
- Phoenix
- SATCOM Commercial Satellite Terminal Program (SATCOM-CSTP)
- Signal Modernization Inc 1
- Secure Mobile Anti-Jam Reliable Tactical Terminal (SMART-T)
- Transportable Tactical Command and Control (T2C2)
- TCDMP
- Tactical Internet Management System (TIMS)
- Warfighter Information Network-Tactical (WIN-T) Increments 1, 2 & 3
- Other Program Executive Office (PEO) Command, Control, and Communication-Tactical (C3T) Programs & Projects Support, as directed
- PM WIN-T Operations & Support

3 REQUIREMENTS/TASKS ((PERFORMANCE WORK STATEMENT))

The tasks and efforts described herein require the contractor to provide systems engineering and related assistance in support of programs managed and supported by PM WIN-T. The following tasks shall be performed by the contractor.

3.1 TASK 1. STRATEGIC PLANNING FOR TECHNOLOGY PROGRAMS/ ACTIVITIES

Services required under this functional area include the definition and interpretation of high-level system of system requirements involving projects, systems, missions, and the objectives and approaches to their achievement. The contractor shall provide support to PM WIN-T's strategic planning for technology programs and activities falling within PM WIN-T's mission.

3.2 TASK 2. CONCEPT DEVELOPMENT AND REQUIREMENTS ANALYSIS

Services required under this functional area include abstract or concept studies and analysis, requirements definition, preliminary planning, the evaluation of alternative technical approaches and associated costs for the development or enhancement of high level general performance specifications of a system, project, mission or activity. The contractor shall provide support for concept development and requirements analysis of new capabilities and projects which impact the WIN-T mission.

3.3 TASK 3. SYSTEM DESIGN, ENGINEERING AND INTEGRATION

Services required under this functional area include supporting the translation of a system (or subsystem, program, project, activity) concept into a preliminary and detailed design (engineering plans and specifications), performing risk identification/analysis/mitigation, requirements traceability, and integrating the various components to produce a working prototype or model of the system when requested.

The contractor shall provide system engineering process support to include: Requirements Analysis, Functional Analysis and Allocation, Design Synthesis, Verification and provide System Engineering Process Outputs as requested by the Government. The contractor shall provide engineering support, to include electrical and mechanical engineering, to analyze system concepts, system design and interoperability, and provide recommendations for PM WIN-T programs assigned. The contractor shall provide systems engineering support related to the network integration, hardware, software, integration and capabilities of PM WIN-T's systems and assist in developing solutions to systems engineering challenges based on technology insertion and new product integration. This support shall be applicable to all aspects of military tactical communications, to include radio frequency, antennas, and radio design. The contractor shall review and analyze development, production, and system support proposals as well as participate in program reviews and make independent evaluations of technical performance and progress. The contractor shall prepare contract technical documents, specifications and statements of work for developmental projects, and make trade-off/best technical approach analyses.

3.3.1 TECHNOLOGY INSERTION/SYSTEMS INTEGRATION

The contractor shall review designs and documents to support the integration of new equipment and technologies into all PM WIN-T Systems. Potential changes include armoring, enhancement of radio frequency and waveform capabilities, interoperability with the satellite segment and enhancements with respect to interoperability with the global information grid and other emerging networking and network operations capabilities. The contractor shall apply a systems engineering approach to ensure that mission objectives and system criteria requirements are fulfilled. Emphasis shall be on the demonstration of clear and definable improvements in the performance, logistics supportability, reliability and maintainability of the item. The contractor shall assist in the evaluation of prototype equipment and modifications to assess replacement suitability.

The contractor shall conduct technical assessments and trades as part of the system design and development to ensure the modular and open system architecture can support future technology insertion.

3.3.2 ENGINEERING AND TECHNICAL DOCUMENTATION SUPPORT

The contractor shall prepare, review and update engineering and technical documentation, as provided, to support timely and effective acquisition of all WIN-T programs. The contractor shall attend meetings and conferences to facilitate maintaining the currency of technical documentation. Tasking shall be provided to identify the meeting location, security requirements, and method of documentation.

3.3.3 SOFTWARE/HARDWARE ENGINEERING

The contractor shall review and analyze the technical necessity, accuracy, and completeness of proposed engineering changes to hardware and software baselines for the purpose of ensuring continued satisfaction of system performance and interoperability requirements. For each proposed change, the contractor shall determine if the impact of the proposed change on all other aspects of the program has been adequately analyzed and satisfactorily incorporated into the overall implementation plan. If required, the contractor shall conduct trade-off studies to identify the most advantageous technical approach to resolve specific engineering change issues.

3.3.4 PREPARATION OF INDEPENDENT ASSESSMENTS

The contractor shall provide independent evaluation of the performance of any PM WIN-T system as assigned. The contractor shall be familiar with each program and provide the Program Office with detailed assessments. The contractor shall be required to assist in the technical analysis of program goals and objectives, requirements analysis, organizational performance assessment, special studies and assist preparing reports providing conclusions and recommendations. The contractor shall collect and analyze data related to the specific area and prepare a detailed report which identifies the problem, documents the problem's potential impact on the programs and provides recommended alternatives or solutions.

3.3.5 SYSTEMS ENGINEERING SOLUTIONS

The contractor shall provide engineering support, to include electrical and mechanical engineering, to analyze system concepts, system design and interoperability, and provide recommendations for PM WIN-T programs assigned. The contractor shall provide systems engineering expertise related to the hardware, software, integration and capabilities of PM WIN-T systems and assist in developing solutions to systems engineering challenges based on technology insertion and new product integration. This expertise shall be applicable to all aspects of military tactical communications, to include radio frequency, antennas, and radio design. The contractor shall review and analyze development, production, and system support proposals as well as participate in program reviews and make independent evaluations of technical performance and progress. The contractor shall prepare contract technical documents, specifications and statements of work for developmental projects, and make trade-off/best technical approach analyses.

The contractor shall review and analyze system, subsystem, software, and interface designs for the purpose of ensuring that required performance characteristics and the retention of interoperability with existing and planned elements are attained in the most efficient manner.

If required, the contractor shall conduct trade-off studies to identify the most advantageous technical approach to resolve specific design issues, and if directed by the government, develop prototype solutions. If required, the contractor shall participate in source selection actions and prepare technical specifications and other acquisition documentation suitable for use by the government in acquiring PM WIN-T elements.

3.3.6 VALUE ENGINEERING

The contractor shall review equipment and systems in development and production programs and propose Value Engineering Proposals (VEPs) when applicable. An analysis shall be conducted to assess overall Army life cycle costs of various designs. Contractor personnel shall evaluate the original equipment manufacturer's Value Engineering Change Proposals (VECPs) as well as value engineering methods for adequacy and contract compliance.

3.4 TASK 4. TEST, EVALUATION AND QUALITY ENGINEERING

Services required under this functional area include the application of various techniques demonstrating that a prototype system (subsystem, program, project or activity) performs in accordance with the objectives outlined in the original design.

The contractor shall provide Test and Evaluation (T&E) support in all phases of the life cycle, to include review of test plans and procedures for accuracy and adequacy; design tests to include planning test resource requirements; witness tests and provide technical support; prepare coordinated test plans in accordance with appropriate Army regulations; and analyze/evaluate test results and prepare independent evaluations of systems performance. The contractor shall develop/contribute to C4ISR guidelines/plans/policies, analyses and reviews that require expertise in the areas of Test and Evaluation Master Plan (TEMP) Preparation/Review, Test/Evaluation Report Review, Test Readiness Reviews (TRRs) and T&E Working Integrated Product Teams (WIPTs).

The contractor shall review and analyze system test programs. In the course of conducting these actions, the contractor shall review test plans, test procedures, and test reports for the purpose of ensuring that the test actions to be conducted are adequate to evaluate adherence to established requirements. The contractor shall identify areas of considerable technical risk and recommend the independent test actions necessary to minimize the identified risk. The contractor shall participate in, witness, and/or conduct test activities as required. For each action in which the contractor conducts test activities, the contractor shall prepare test plans and procedures and submit them for approval prior to conducting any test activities.

The contractor shall provide technical support related to reliability, maintainability, operational availability and human factors engineering for all WIN-T products. The contractor shall analyze and review technical proposals, contractor's quality programs and inspection plans, first article test, environmental, production, in-process and acceptance test plans, procedures and reports. The contractor shall review and prepare assessments of

development and operational test plans and reports and conduct various studies involving failure analysis reports, equipment performance reports, quality deficiency reports, Engineering Change Proposals (ECP's) and deviation/waiver requests. The contractor's applicable personnel shall attend Quality Program Reviews, Project Control Boards, and Government/Contractor conferences, as necessary, to provide independent review and assessment of the discussions involving Electromagnetic Interference /Electromagnetic Compatibility (EMIEMC), TEMPEST, and Reliability, Availability and Maintainability (RAM).

3.5 TASK 5. INTEGRATED LOGISTICS SUPPORT

Services required under this functional area include the analysis, planning and detailed design of all engineering specific logistics support including material goods, personnel, and operational maintenance and repair of systems throughout their life cycles.

The contractor shall provide logistics support services to include:

- Training: New Equipment Training, Professional Development Training, Training Simulation
- Human Factors Engineering (HFE)
- Validation and Verification of Training Material and Technical Manual
- Total Package Fielding
- Integrated Logistics Support
- Logistics Documentation
- Supply Support
- Provisioning Support: Prepare and review provisioning data, support provisioning processes by participation in provisioning meetings and conferences
- Technical Field Service: Investigating, defining, assessing, and correcting equipment/system technical and/or operational problems experienced at test or field operational sites
- Security Assistance Management (SAM)/Foreign Military Sales (FMS)
- Vehicle Maintenance
- Logistics Information Systems
- Transition to sustainment support
- Material Release Support

3.6 TASK 6. ACQUISITION AND LIFE CYCLE MANAGEMENT

Services required under this functional area include the entire planning, budgetary, contract and systems/program management execution functions required to procure and/or produce, render operational and provide life cycle support (maintenance, repair, supplies, engineering specific logistics) to technology-based systems, activities, subsystems, projects, etc.

3.6.1 ACQUISITION ENGINEERING SUPPORT

The Contractor shall prepare, review and update program documentation in support of milestone decisions/reviews. The Contractor shall review and prepare acquisition documents in support of milestone reviews and contract management in support of the acquisition process. The Contractor shall be knowledgeable in all facets of DoDI 5000.02 acquisition and engineering processes/documentation. The contract shall prepare acquisition documentation as requested by the government. The Contractor shall advise the government in regard to contract management to include the preparation of draft contract letters, assisting in the technical review of proposals and establishment of technical positions in negotiations, continuous/comprehensive assessment of potential issues of on-going contractual activities, assessment of potential impacts of contract changes and other contract managerial activities.

3.6.2 PROGRAM & BUDGET DOCUMENTATION

The Contractor shall support the preparation of and review of program and budget documentation, to include program milestones, estimated cost and manpower requirements, justification for costs and manpower, justification for delays in program spending, modifications to program and budget submittals based on delays, and back-up data/charts. The Contractor shall be prepared to support budget processes/budget reviews as required for all WIN-T programs.

3.6.3 PROGRAM/BUDGET SCHEDULING AND PLANNING

The Contractor shall provide program/budget scheduling and planning services that involves formulating both broad and specific guidelines for planning program elements and sub-elements. The Contractor shall prepare recommendations for program objectives, operating schedules, resource requirements, and overall program plans. The Contractor shall participate in engineering, program/budget reviews with all levels of the Department of Defense. The Contractor shall prepare, analyze and update budgetary documentation in support of all WIN-T programs. The Contractor shall review the current documents together with other pertinent documents and revise or update the documentation to reflect the current program status, which support the execution process. Access to Five Year Defense Plan (FYDP) and Planning, Programming, & Budgeting System (PPBS) is required and the necessary approvals in accordance with DODD 7045.7-H and 7045.14 will be obtained by the COR and kept on file.

3.6.4 EARNED VALUE MANAGEMENT

The Contractor shall assist in conducting and participating in Integrated Baseline Reviews (IBRs), compliance reviews and/or cost/schedule status report reviews. The Contractor shall review each PM WIN-T system contractors' management control systems, interview the Contractor's Control Account Managers, and assess compliance with Earned Value Management System (EVMS) in accordance with DODI 5000.02.

3.6.5 MANPOWER MANAGEMENT

The Contractor shall prepare, analyze and update manpower documentation in support of all WIN-T programs. The Contractor shall perform analysis of contractor support requirements, along with justification and costs associated with manpower support. The Contractor shall track manpower trends/analysis against program funding and provide recommendations to the government.

3.6.6 Operation and Support

The contractor shall support Operation and Support Division with updating Operation Share Point Center (OSC), a Microsoft Sharepoint developed system. The contractor shall analyze and support, update, customize, and manage OSC as required. The contractor shall draft communications, and work on employee surveys as required.

4 DELIVERABLES AND REPORTS

The following summarizes the expected deliverables and reports.

A. Summary of In-Process Reviews (IPR) are to be completed as necessary as requested by the Government.

B. Invoices-The Contractor shall submit its monthly invoice IAW Section 7.29. One invoice shall be submitted for each calendar month of the contract. Only when necessary and allowed by the Contracting Officer and or COR the contractor may submit more than one invoice per month to cover deferred charges at the end of a contract period of performance. Invoices shall be submitted via ITSS/ASSIST at the same time as Monthly Status Reports, Billing Tracker, Monthly Financial Report and Contractor Personnel Data Report. Failure to submit this data at the same time and covering the same calendar month will cause a delay in invoice acceptance and may result in rejection of the invoice by the government.

C. Monthly Status Report (MSRs), Attachment N-The Contractor shall submit the MSR to the GSA's IT Solution Shop at http://web.itss.gsa.gov/ concurrent with the contractor's invoice covering the same calendar month (See sample MSR format provided by the government, Attachment N). The Contractor shall bring problems or potential problems affecting performance to the attention of the COR and PM as soon as possible. Verbal reports will be followed up with written reports when directed by the COR or PM. The Contractor shall notify the COR and PM when 75% of the obligated funds on the task have been expended. Monthly Status Reports are to be submitted on or before the 15th working day of the succeeding month.

   In addition to the above, the contractor shall document task order services provided, issues, and progress. The reports will detail contractor activities during the reporting month and plans for the following two months. The report(s) will include a summary of work performed and deliverables completed, current or projected problems and issues and their resolution, an explanation of deviations from the previous month's projections, and any recommendations related to the effort.

D. Monthly Financial Report (MFR)-Is a financial expenditure report for each monthly invoice. The report is broken down by program, personnel name, labor costs, Labor Category, Labor Rate, travel costs and material expenditures. The report indicates monthly charges against each program and cumulative charges to date for each program. The Monthly Financial Report is submitted concurrently with the Contractor's Invoice each month and uploaded to ITSS/ASSIST for acceptance. See Section 4.1 for additional information

E. Contractor Personnel Data Reports (Attachment O)-The Contractor Personnel Data Report is a MS Excel spreadsheet which includes data elements for each contractor personnel directly charging hours to the contract. The data is submitted monthly concurrent with the Monthly Status Report reflecting current staffing levels in each monthly worksheet tab. Additions from the previous month information are highlighted in a GREEN font for new data; RED font for deleted data and BLUE font for all other changes from the previous month. The Contractor shall post this report to GSA's IT Solution Shop at the same time as the Monthly Status Report. The Government will provide the MS Excel Template to be used for submission of this Report.

F. Billing Tracker-The Contractor shall submit the Billing Tracker concurrent with the contractor's invoice for the same calendar month. A sample will be provided after an award.

NOTE: The Monthly Status Report (MSR), MFR, Billing Tracker and Contractor Personnel Data Report above shall be submitted via ITSS/ASSIST for Acceptance concurrent with the contractor's monthly invoice. This information shall cover the same calendar month covered by the invoice and is required to verify the contractor's invoice in a timely manner.

G. Operations Security (OPSEC) Standing Operating Procedure (SOP)/Plan-The contractor shall submit the OPSEC SOP/Plan within 30 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it.

H. Contractor Manpower Requirements Report (CMRA)-The Contractor shall be submitted as required in Section 5 below.

I. Conferences/Working Groups/Trip Reports Not Later Than (NLT) seven (7) working days after completion of travel.

J. Ad Hoc Data-The Contractor shall provide ad hoc data (briefings, plans, technical reports, and other documentation) as required. These data are typically an integral part of the services rendered and are of such a nature that they cannot be quantified in advance of award.

4.1 Monthly Financial Reports (MFR)

The Contractor shall provide Monthly Financial Reports (MFR) to the Contracting Officer Representative (COR). The MFR shall also include all information stipulated within the Tasks identified in this Section. Monthly MFR's will also include at a minimum any accomplishments during the current reporting period, accomplishments planned for the next reporting period and any issues affecting progress or performance capability. This report shall be posted to the task order within the GSA ITSS systems (it-solutions.gsa.gov). The MFR shall address each of the following areas, as applicable to each reporting occasion:

- Task Information:
  GSA contract number and Project number
  GSA COR assigned
  Accounting Control Transaction (ACT) number and reporting period
  Client agency and location
  Brief task description
- Reporting Period Information
- For each employee
  Name
  Skill level
  Regular and overtime hours worked (If authorized) (denoting on or off site)
  Cumulative regular and overtime hours worked
- Costs: staff hours, rates and funds expended per month, per task and per subtask. This information shall also be rolled up into quarterly, semi-annual, and annual usage. This must be shown in an Excel spreadsheet with mathematic calculation shown. Only applicable to the T&M portion of this requirement;
- Schedule information;
- Identification of program, task, and subtask managers and other personnel and all changes to these personnel;
- Current month's and quarter's activities and accomplishments, actual manpower hours expended vs. plan, year-to-date contract actual costs vs. plan, and forecasted expenditures in the detail specified by the COR;
- Complete explanations of quarter cost variances greater than ten (10) percent (positive or negative) for plan vs. actual as well as schedule variances greater than two weeks at the task and project levels;
- Plans and recommendations for future priorities and activation of work items;
- Description of any travel or unique services provided.
- Items purchased for the Government.
- The contractor shall notify the Government when 75 % of the obligated funds on the task have been expended.

The contractor shall also provide a rolled-up summary of the task order to date. The contractor shall also reconcile within the monthly report the above contractor-provided information with each invoice such that they can be matched month by month.

4.2 Quality Control Plan (QCP)

The offeror shall describe the quality control procedures which will be carried through the contract to ensure that services conform to the contract requirements.

One copy of a comprehensive written QCP shall be submitted to the Contracting Officer and COR within 10 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his Quality Control system.

The contractor shall institute and maintain a capability to ensure the quality of the products and services required under this task order. The contractor shall apply performance expectations listed in the Performance Requirements Summary.

Quality assurance practices in program management plan to include, at a minimum, identification of quality control factors and processes, evaluation methods, and process improvement.

4.3 Transition Plan/Services

To minimize a disruption in performance and prevent possible negative impacts on services, the Government may require the Contractor to present personnel during a thirty (30) day phase in/ phase out periods. During the phase in period, the Contractor will become familiar with performance requirements in order to commence full performance of services on the task order award date.

4.4 Transition-In Services

Transition-in services shall occur from date of award and shall last an estimated 30 days. The Project Transition-In Plan shall identify points-of-contact (POC) for liaison between the Government, the prime contractor, and other contracted industry partners to ensure a proper and orderly transition and transfer of services and assets between the parties cited. The Draft Project Transition-In Plan shall communicate the contractor's transition strategy in the contractor's written technical proposal (Section 12.4). The Final Project Transition-In Plan shall reflect any changes, additions, or revisions as required by the Government and shall be delivered NLT three (3) working days after the Kick-Off Meeting.

4.5 Transition-Out Services

The contractor shall also prepare and execute a Transition-Out Plan that details the contractor's transition-out strategy at the end of the task order's period-of performance (PoP). The Transition-Out Plan shall be delivered to the Government no later than (NLT) thirty (30) days prior to the end of the PoP. The Transition-Out Plan shall be updated as required at the end of the task order PoP.

4.6 Project Management Plan (PMP)

When ordered, the contractor shall develop and maintain throughout the task order period of performance, a Project Management Plan (PMP) that shall be used as a foundation for information and resource management planning. The contractor shall deliver the PMP to the Government within 15 work days after Task Order award.

The PMP shall include, but not be limited to, the following:

- Status of current and planned tasks and subtasks
- Base schedule overlaid with actual schedules, for each task
- Project Organization
- Project Transition Processes and Schedule
- Work Breakdown Structure (WBS)
- Process Management and Control
- Overall Organizational Structure
- Project Responsibilities to include process flowcharts for all major tasks
- Task dependencies and interrelationships
- Contractor personnel assignments and duration (Staffing Plan)
- Updated Deliverable Schedule (based on solution)
- Deliverables (draft, interim, final, etc.),
- Contingency Plans (where appropriate),
- Contractor travel information
- Quality Control plan
- Risk Management plan
- Subcontract Management (organization of personnel, software and hardware)
- Monitoring mechanisms including Program Metrics for controlling labor hour costs
- Automated Tools, Techniques, and Methods

The contractor shall keep the PMP up-to-date, be accessible electronically at any time, and be prepared to brief any PMP content to the Government at short notice (within 24 hours). The PMP shall be used as a foundation for the Status Report.

4.7 In-Process Reviews (IPRs)

When ordered, the contractor shall organize and present periodic In-Process Reviews (IPRs) quarterly, during the period of performance of the task order. The method of presentation shall be in the contractor's task order management plan. The objectives of these reviews are to track progress of the project, present ideas for improvement, and identify and resolve issues.

The IPRs shall also constitute the performance reviews. The contractor shall support and participate in this task order performance evaluation conducted by the Government.

The Government may require Progress Reviews to generally summarize the status and progress of all activities being performed by the contractor under the task order. Progress reviews will take place at those locations identified in individual task order work packages

as requested by the Client. Specific dates for progress reviews will be agreed between the Government and the contractor's Program Manager.

4.8 Problem Notification Reports

The contractor shall file a Problem Notification Report (PNR) to notify the Government of order issues such as potential cost/schedule overruns/impacts, assumptions upon which tasks were based that have changed or were incorrect, etc. The PNR shall include a plan detailing the proposed resolution. The contractor shall file the PNR as soon as possible, but no later than two business days after the contractor's discovery of the issue(s).

4.9 Trip Report

When ordered, the Trip Reports for all travel performed under individual task order work packages shall be delivered to the Government no later than 7 days after completion of the travel.

4.10 Kick-Off Meeting

When ordered, the contractor shall participate in a Government-scheduled, Kick-Off Meeting after task order award. Key prime contractor and any subcontractor or teaming partner personnel shall participate in the Kick-Off Meeting. The purpose of this Kick-Off Meeting is to (1) aid both the Government and contractor personnel in achieving a clear and mutual understanding of all requirements, and (2) identify and resolve potential problems. The contractor shall be prepared to discuss any issues requiring clarification and gather information necessary for the Project Management Plan and Transition Plan.

The Kick-Off Meeting shall address, at a minimum, the following topics:

- Program Review
- Existing and Planned Applications and Technical Initiatives
- Personnel and Physical Security Issues

The Government and contractor will schedule the Kick-Off Meeting. It is anticipated that the Kick-Off Meeting will be held within 5 working days after task order award. The contractor shall begin preparation of the Updated Transition Plan immediately following successful completion of the Kick-Off Meeting.

4.11 Task Order Schedule and Milestone Dates

To monitor timely progress of this order, GSA will use the following schedule of milestones. Variances to this schedule shall be reviewed and are subject to acceptability by the Contracting Officer.

MILESTONE/DELIVERABLE	RESPONSIBILITY	PLANNED COMPLETION DATE
Project Start (PS)	Contractor/GSA/COR	TBD

MILESTONE/DELIVERABLE	RESPONSIBILITY	PLANNED COMPLETION DATE
Task Plan (includes milestones)	Contractor	15 days after award of contract
Task Plan Updates	Contractor	10 days after approval of update by COR
Quarterly In-Process Reviews (IPR)	Contractor	TBD
Conferences/Working Groups/Trip Reports	Contractor	7 working days after completion of travel
Quality Control Plan Draft (QCP)	Contractor	NLT 10 Days After Receipt Of Order (ARO)
MSR/Invoice/MFR/Contractor Personnel Data Report/Billing Tracker	Contractor	NLT the 15th working day after end of each month.
Project Management Plan	Contractor	NLT 15 days ARO
Meeting Minutes (If requested by the COR)	Contractor	NLT 2 business days after meeting adjourned.
Transition In Plan	Contractor	NLT 3 business days after kick-off meeting
Task Order Completion Review	Contractor/GSA/COR	At Task Order Completion for the Base Period and each Option Period
Transition-Out Plan	Contractor	NLT thirty (30) days prior to the end of the PoP
Technical Material & Briefing Reports	Contractor	5 working days after completion
Meeting Minutes	Contractor	3 working days after event
Other documentation as required: Exhibits, Impact Statements, Financial and Programmatic Reports Technical Reports / Security Assessments papers/briefings Management and Technical Documentation	Contractor	TBD

4.12 Delivery Instructions

One copy of each report will be submitted to the COR. The contractor shall deliver each report in a mutually agreed to format. Deliverables are to be transmitted with a cover letter, on the prime contractor's letterhead, describing the contents. Concurrently, a copy of the cover letter shall be attached to the task within the GSA ITSS systems (it-solutions.gsa.gov).

5 CONTRACTOR MANPOWER REPORTING APPLICATION

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this task order. The contractor is required to completely fill in all the information in the format using the following web address: https://cmra.army.mil <https://cmra.army.mil>. The required information includes:

a. Name and address of the Contractor
b. Invoice Date
c. Invoice identification number
d. Contract Number
e. Task Order Number
f. Project Title
g. Description, quantity, unit of measure, unit price, extended price of supplies delivered and/or services performed, and applicable CLIN or Sub-CLIN; This description is to include a breakout of billing to each funded MIPR at the CLIN level for the Program charged against it
h. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading
i. If applicable, incurred cost of all approved travel to include name of Government approving official and date approved
j. Name and address of Contractor's official to whom payment is to be sent (must be the same as that in the task order or in a proper notice of assignment)
k. Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice
l. Any other information or documentation required by the task order (such as evidence of shipment)

Reporting period will be the period of performance not to exceed twelve (12) months ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web.

6 GOVERNMENT SURVEILLANCE AND MONITORING

6.1 Quality Assurance/Surveillance Plan

The contractor, not the Government, is responsible for the management and quality control actions to meet the terms and conditions of the contract. The role of the Government in quality assurance surveillance is to assess contractor performance and to evaluate whether performance standards are achieved. It is the Contractor's responsibility to ensure all

requirements meet the Government's standards and criteria for acceptances, and acceptable quality levels. The Government will ensure this responsibility has been met before payment is made to the Contractor. All data deliveries shall be submitted on time as set forth in the task order. Services shall be provided in accordance with best practices, in a responsive, knowledgeable, timely and professional manner. Incidental materials shall be furnished in new condition, with all original manufacturers' warranties in effect at the time of delivery. Government Furnished Equipment and facilities must be returned to clean, operational condition. Damaged or unserviceable equipment shall be brought to the attention of the COR for final disposition.

A Quality Assurance Surveillance Plan (QASP) (Attachment H) has been developed by the Government to provide a systematic surveillance method for the service rendered and which describes the methodology by which the Contractor's performance will be monitored. This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities upon contract award.

This plan contains a Contractor Performance Assessment Report (CPAR) (Attachment C) to be utilized in documenting contractor performance for use in motivating the contractor on the current contract; and serves as a data base for past performance evaluations for future contracts. The COR should use this form as the primary motivational tool to encourage high quality contractor performance. The report will be generated yearly or more frequently if necessary to document outstanding or unsatisfactory performance. The contractor should understand that these reports will remain in a data base for three years and will be available to all Government agencies for technical evaluation purposes.

6.2 Methods of Surveillance

The contractor shall meet all standards in the Performance-based Matrix (see Attachment B) as well as all other deliverable dates and other contractual requirements. The COR will evaluate the performance objectives through periodic inspections during each service month. The COR will also solicit customer input to evaluate the Contractor's performance. The COR should record both outstanding and unacceptable performance.

The Performance-based Matrix lists the services to be monitored and the standards to be applied. The contractor shall meet all standards in the Performance-based Matrix as well as all other deliverable dates and other contractual requirements.

6.3 Surveillance

The Government will measure the contractor's performance in the following areas:

- The Contractor's ability to meet agreed scheduled dates.

- The Contractor's ability to submit all deliverables on time as specified and agreed upon.
- The Contractor's cost control measures and cost saving results to the Government.
- The Contractor's ability to produce quality assurance documents to commercially acceptable standards.
- The end-user usability and technical relevance, accuracy and functionality of the contractor's technical recommendations.

The COR will evaluate the performance objectives through periodic inspections during each service month.

6.4 Standards

The contractor shall meet all standards in the Performance-based Matrix as well as all other deliverable dates and other contractual requirements.

7 ADDITIONAL/SPECIAL REQUIREMENTS:

7.1 Records/Data

Records and data shall be documented in deliverable reports (electronically). Any databases/code shall be delivered electronically and become the sole property of the United States Government.

All deliverables become the sole property of the United States Government. The US Government, for itself and such others as it deems appropriate, will have unlimited rights under this contract to all information and materials developed under this contract and furnished to the US Government and documentation thereof, reports and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright. Unlimited rights under this contract are rights to use, duplicate, or disclose data, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Contractor. The US Government will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items. All digital files and data, and other products generated under this contract, shall become the property of the US Government. The following DFARS clauses are included by reference in this contract as a part of the requirements herein:

- 252.227-7013, "Rights in Technical Data - Noncommercial Items."
- 252.227-7017, "Identification and Assertion of Use, Release, or Disclosure Restrictions."
- 252.227-7020, "Rights in Special Works."
- 252.227-7028, "Requirement for Technical Data Representation."

- 252.227-7037, "Validation of Restrictive Markings on Technical Data."
- 252.227-7025, "Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends."
- 252.227-7203, "Noncommercial Computer Software and Noncommercial Computer Software Documentation."
- 252.227-7014, "Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation."

7.2 Copyright

Any software and computer data/information developed, as a component of this contract shall have the following statement attached to documentation:
"This computer program is a work effort for the United States Government and is not protected by copyright (17 U.S. Code 105). Any person who fraudulently places a copyright notice on, or does any other act contrary to the provisions of 17 U.S. Code 506(c) shall be subject to the penalties provided therein. This notice shall not be altered or removed from this software or digital media, and is to be on all reproductions."

7.3 Administrative Contractor Personnel Qualifications

Contractor shall provide administrative personnel who possess the following minimum qualifications:

- Capable of fluently reading, writing and speaking the English language.
- Technical writing skills and speaking skills (technical briefing skills).
- Capable of working independently.
- Customer service skills including written and verbal communication skills.
- Basic knowledge of computer-based information system concepts.
- Information Technology skills: working knowledge and experience with Intel-based personal computers and network servers. Familiarity with Microsoft Office Professional including Word, Excel, PowerPoint, Outlook and adequate technical skills and knowledge to accomplish the specific tasks described herein.

7.4 Hours of Work

The Contractor personnel performing the effort for all tasks will be allowed access to Government facilities any time as may be required by normal business operations or when required to provide support during emergency response operations.

The average work week for personnel in non-deployed locations is 40 hours. The average work week for the majority of deployed personnel is 72 hours. Both non-deployed and deployed personnel may be required to work in excess of 40 hours per week. Approximately 75% of the deployed personnel may be required to work up to 84 hours per week (i.e. 12 hours per day for 7 days per week). Current work week hours for deployed

personnel vary by system, customer, or location. Contractors must be able to successfully perform in environments with flexible work week scheduling. Contractor management retains the authority to adjust work schedules for individuals to satisfy mission requirements.

The following Federal holidays are observed:

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Work at a Government site shall not take place on Federal holidays or weekends (but may require off-hour work due to network loading or other disruptions that could occur) unless directed by the Contracting Officer (CO).

7.5 Travel

Travel costs shall be invoiced and paid in accordance with FAR Subsection 31.205-46, the Federal Travel Regulations (FTR) and Joint Travel Regulations (JTR). Travel shall not exceed the awarded not to exceed (NTE) amounts.

Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. The Federal Travel Regulations (FTR) and Joint Travel Regulations (JTR), while not wholly applicable to contractors, shall provide the basis for the determination as to reasonable and allowable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. All necessary travel within CONUS meeting the above criteria shall be approved in advance by the COR. All necessary OCONUS travel meeting the above criteria shall be approved in advance by the COR. The Contracting Officer shall approve any exceptions to these terms in advance.

Field Service Representative support shall take place at CONUS and OCONUS locations with the current performance locations. Specific performance locations may vary during the duration of the task order due to Army Transformation and mission restructuring as well as performance at unit exercise locations.

Reimbursement for local, CONUS, or OCONUS travel in conjunction with the performance of the resultant task order will be in accordance with the Joint Travel Regulations:

A. The Contractor shall obtain approval from the GSA's Contracting Officer's Representative (COR) for all reimbursable travel **prior** to incurring costs. The Contractor shall visit Government sites, test sites, equipment manufacturers and other locations instructed by the COR. The number of trips and personnel traveling will be limited to the minimum required to accomplish work. Travel will be reimbursed to the extent allowable pursuant to the Federal Travel Regulations (FTR).

B. Details in the request must include the following:

    a. Dates of travel
    b. Person(s) traveling
    c. Justification for trip
    d. Travel rates from a commercial travel booking website for airfare, rental car, etc.
    e. Hotel/Motel rates
    f. Per Diem
    g. Other anticipate costs
    h. Total estimated costs

C. For travel reimbursement, contractor will submit travel expense report to the GSA Project Manager for audit. Upon approval of the allowed travel expenses, the contractor may include the approved travel costs on the next invoice. The expense report for travel expense shall identify all expenses for each traveler for each trip. The expense report must include the following:

    a. Per diem
    b. Lodging
    c. Rental cars
    d. Gas
    e. Transportation
    f. Other
    g. Copies of written travel authorization

D. Except as otherwise provided herein, the Contractor shall be paid its allowable travel costs in accordance with FAR 31.205-46 (Travel Costs)Travel costs are authorized only for travel beyond a 50-miles' radius of the Contractor employee's local place of performance (official duty station) whenever work is required to be accomplished at a remote work site.

E. No travel costs (or associated labor time during travel) shall be allowable for work performed at a Contractor's local office or any other work site within a 50-miles' radius of the Contractor employee's local place of performance (official duty station).

F. No travel costs (or associated labor time during travel) shall be allowable for telecommuting beyond (or within) a 50-miles' radius of the Contractor's local place of performance (official duty station).

G. Costs when using a privately owned vehicle (POV) for official travel are allowable provided that such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train). Reasonable associated costs, such as tolls and parking fees, are also generally allowable.

H. When traveling in a POV for official travel, the Contractor shall be paid mileage costs at a rate that does not exceed the POV mileage rate established by the Internal Revenue Service.

I. Costs for car rentals for official travel are allowable pursuant to the following:

- Such rentals are consistent with good business practice;
- Such costs do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train); and
- Such costs do not exceed the actual cost of renting a compact automobile (maximum of one automobile for four Contractor personnel), unless extenuating circumstances (e.g., excess baggage) require other arrangements and Contracting Officer approval is obtained.
- Reasonable associated costs, such as tolls and parking fees, are also generally allowable.

J. The Government will pay under the applicable CLINs the Contractor for each Contractor employee's travel time to or from authorized work locations as long as the following are met:

- Payment of travel time described herein is in accordance with the Contractor's established travel policy.
- For travel to/from the United States' outlying areas and outside the United States, travel time begins no earlier than three hours prior to the scheduled departure time and concludes upon arrival to the initial destination point (e.g., airport) at the place of performance.
- United States' outlying areas are considered to be the American Samoa, Federated States of Micronesia, Guam, Marshall Islands, Northern Mariana Islands, Palau, Puerto Rico, and Virgin Islands of the United States.
- "United States" means the 50 States plus the District of Columbia.
- For travel inside the United States, travel time begins no earlier than two hours prior to the scheduled departure time and concludes upon arrival to the initial destination point (e.g., airport) at the place of performance.
- The Government will not pay for a Contractor employee's time spent in

layovers that are for the convenience of the Contractor employee or Contractor.

- The Government will not pay more than eight (8) hours per day per Contractor employee for travel time when the employee is traveling inside the United States.
- The Government will not pay more than 10 hours per day per Contractor employee for travel time when the employee is traveling to/from the United States' outlying areas and outside the United States.
- The Government will not pay for a Contractor employee's travel time that is outside the employee's regular working hours during the employee's normal workweek. The Government will not pay for a Contractor employee more than the number of hours in the employee's normal workweek. "Number of hours" includes productive time hours and travel time hours.
- "Productive time hours" consist of hours that, other than travel time hours, directly benefit the contract. "Productive time hours" exclude paid time off hours (e.g., sick, vacation, holiday).
- Exceptions must be authorized in advance and in writing by the Contracting Officer.

K. The following items concern passports and visas:

- The Contractor shall be responsible for ensuring that all personnel who will be required to travel outside the United States have a current and valid **tourist** passport.
- The Contractor shall be responsible for obtaining any visas required for travel to foreign countries under this contract.
- The Contractor's costs for obtaining and maintaining passports and/or visas will be generally allowable, **but** the Contractor shall pro-rate equitably such costs if they will benefit cost objectives (e.g., contracts) other than this cost objective.
- The Government will not reimburse the Contractor for travel expenses when travel is cancelled or modified as a result of the Contractor's failure to obtain a visa.
- The Government will not reimburse the Contractor for the use of private visa procurement services provided by a third party.

L. Costs for travel that has been modified or cancelled are not allowable unless such modification or cancellation was caused by the Government or otherwise exceeded the control of the Contractor.

M. If work under this task order will be performed at the Government site or other client Annexes in the metropolitan areas of Aberdeen, daily commuting time and expenses between the Government site and some other location, such as the contractor site or a home office, shall not be allowable under this task order. Telework for contractor staff may be allowed, but will be approved on a case by case basis for a period of time that does not conflict with mission accomplishment. Additionally, commuting time and expenses between the Government site and some other location, such as the contractor site or a home office, shall be not be allowable

when performing occasional official business (e.g., to attend a meeting at the Government site).

N. Pursuant to FAR 47.402, 47.403, and the Fly America Act, the Contractor shall use a U.S.flag air carrier service unless specific conditions exist. If such conditions exist, the Contractor shall submit with its invoice a memorandum explaining why it did not use a U.S.flag air carrier service. Reimbursement is contingent upon Government acceptance of such explanation.

O. Work under this task order will be performed at the Government sites on Aberdeen Proving Grounds MD, at the Contractor's Facilities and at telework sites if authorized. Daily commuting time and expenses between the Government site and some other location, such as a home office, shall not be allowable under this contract. With the exception of authorized teleworkers, the contractor's personnel in support of the PM WIN-T mission are expected to report to the Government site within 30-minutes when notified by the Contracting Officer, Contracting Officer's Representative, or Government Technical Monitor.

P. The COR will approve and coordinate all Contractor visits to a sponsor's agency and other DOD agencies necessary for performance under each order. All security visit requests shall be submitted to the COR for approval.

Q. All travel items addressed must be IAW FTR and/or JTR.

R. The Not to Exceed dollar ceiling on travel for each year is set forth in applicable Contract Line Item Number (CLIN) of the attached Price Schedule, Attachment A.

7.6 Cost Reimbursable Travel

Contractor travel is anticipated during the performance of this requirement. Since these costs cannot be accurately forecasted at this time, and may be partially funded as indicated on the award document, the Contractor shall be reimbursed for actual allowable costs and the Contractor's indirect handling rate that applies over the life of the task order, not to exceed the amounts shown in the Price Schedule of this order. While the estimated amounts represent the Government's best estimate, the Government may increase the amount obligated for these line items unilaterally if such action is deemed advantageous.

7.7 Materials

Materials are to be provided by the contractor when essential to the performance of this PBSOW and specifically approved by the government, not to exceed the ceiling price for materials identified in the task order. This may include: equipment, repair parts, shipping and handling materials, commercial services, consumables, commercial training devices/services, or commercial satellite access/band-width. All materials purchased by the contractor for the use or ownership of the government, becomes the property of the government.

The Contractor shall not exceed the Not to Exceed dollar threshold identified in Price Schedule, Attachment A, of this order.

In accordance with FAR 52.212-4(i)(1)(ii), the contractor is permitted to furnish materials in accordance with the instructions below:

The furnishing of materials between $2,500.01 and $150,000.00 per order shall require pre-approval by the Contracting Officer's Representative (COR) and a minimum of three (3) quotes shall be provided to the COR for review and approval. If three (3) quotes cannot be obtained, the contractor shall provide an explanation. To the maximum extent possible, the contractor shall use government supply sources as prescribed in 52.251-1.

The furnishing of materials exceeding $150,000.00 per order shall require pre-approval by the Contracting Officer and a minimum of three (3) quotes shall be provided to the Contracting Officer for review and approval. If three (3) quotes cannot be obtained, the contractor shall provide an explanation. To the maximum extent possible, the contractor shall use government supply sources as prescribed in 52.251-1.

In accordance with FAR 52.212-4(i)(4)(iii)(B), the government shall have access to any documents supporting payment of those invoices pertaining to materials. These documents shall be uploaded no less than once a month in GSA's Information Technology Solution Shop (ITSS).

7.8 Non-Exclusivity Of Services

Award of this task order allows the contractor to perform and be paid for the services identified in the contract. It does not guarantee the contractor exclusive rights as the only supplier of these services. The award of this contract does not entitle the contractor to have exclusive rights to provide these services to the government requiring activity. The government may acquire the subject services from any other approved source from time to time during this contract.

7.9 Severable and Scalable Labor Categories

Each labor category position is “scalable,” meaning that the government can order more or less hours for any labor category from time to time during the task order. Each labor category is severable, meaning that the government can choose to reduce the number of hours in any labor category to zero (0) or add a labor category (when approved by the Contracting Officer) at any time and from time to time during the term of the task order and increase the number of hours needed within the NTE dollar ceilings.

7.10 Labor Overtime

Labor Overtime may or may not be needed by the Government. Overtime will only be authorized for mission critical tasks as determined by the COR. The Contractor will then be authorized to bill only up to the authorized hours and only when the requirement for the

additional hours has been validated by a Government Task Leader on site. Any deviation from the estimate will be requested from and authorized by the COR.

7.11 Use of Government Supply Sources

If it is in the Government's interest, and if supplies or services required in the performance of this order are available from Government supply sources, the Contracting Officer may authorize the contractor to use these sources in accordance with FAR Part 51. Title to all property acquired by the contractor under the Contracting Officer's authorization shall vest in the Government. If authorized to use Government supply sources, the contractor shall follow the acquisition procedures within the Federal Acquisition Regulation and the governing procedures for the applicable supply source.

7.12 Post Hardship Differential Pay and Danger Pay

Post Hardship Differential Pay and Danger Pay, which are forms of incentive compensation, will be generally allowable. If incurred, they shall be allocated to applicable CLINs. However, Government payment of such costs is contingent on the Contractor meeting all of the following requirements:

a) Paying Post Hardship Differential Pay and Danger Pay is part of the Contractor's established incentive compensation plan or policy, or employer/employee agreement, pursuant to FAR 31.205-6(f) (Bonuses and Incentive Compensation).
b) Payment of such costs is otherwise consistent with FAR Part 31.
c) Payment will be made only for areas identified as Post Hardship Differential Pay areas and/or Danger Pay areas in Section 920 of the Department of State Standardized Regulations (DSSR).
d) Payment will be made only for eligible employees. "Eligible employees" are employees:
    i. whose country of citizenship is not in the place of performance; and
    ii. whose primary residence is in an area not identified in Section 920 of the DSSR, or an area identified in Section 920 of the DSSR with an applicable DSSR percentage that is less than the respective applicable DSSR percentage for the place of performance.
e) Payment for a given workweek for an eligible employee will not exceed the dollar amount resulting from multiplying the applicable DSSR percentage by the employee's basic compensation for the given workweek.
f) The applicable DSSR percentage will be the DSSR percentage effective at the time of performance.
g) An eligible employee's basic compensation for a given workweek is the dollar amount attributable to the employee as a result of the employee's productive hours and paid-time-off (e.g., sick, vacation, holiday) hours for the given workweek. It is the employee's base salary/unloaded compensation for the given workweek. However, such compensation must:
    i. benefit the contract; and/or

ii. be an equitable amount that is necessary to the overall operation of the business, although a direct relationship to any particular cost objective (e.g., contract) cannot be shown.

h) The number of hours included in an eligible employee's basic compensation for a given workweek cannot exceed the number of hours in the employee's normal workweek. A normal workweek is defined as forty (40) hours per week.

i) Basic compensation will consist of actual incurred base salary/unloaded compensation.

j) An eligible employee may receive Post Hardship Differential Pay and Danger Pay during paid-time-off only when the employee takes paid-time-off in the place of performance or in another Post Hardship Differential Pay and Danger Pay area, respectively. When an eligible employee takes paid-time-off in another Post Hardship Differential Pay and/or Danger Pay area, payment will be based on the applicable DSSR percentage(s) for the place of performance.

k) Payment of Post Hardship Differential Pay for an eligible employee will not commence until the eligible employee has served 42 calendar days in the place of performance. Payment will commence on the first productive or non-productive day after day 42, and not be retroactive for the previous days. The 42 calendar days are not required to be consecutive, and "served" consists of productive time, paid-time-off; and time otherwise spent in the place of performance.

1) Payment of Post Hardship Differential Pay for an eligible employee will conclude when the eligible employee departs the place of performance, unless such departure is to another Post Hardship Differential Pay area during paid-time-off.

m) For Post Hardship Differential Pay, when an eligible employee has not yet served 42 calendar days and returns to the place of performance after an absence from the place of performance, the number of days served resumes on the day of return. For example, if an eligible employee served 30 calendar days in the place of performance and departed the place of performance for 14 days, the day of return (day 44) will be considered day 31 of days served.

n) Payment of Danger Pay for an eligible employee will commence on the day of arrival in the place of performance and conclude on the day of departure from the place of performance, unless such departure is to another Danger Pay area during paid time off.

7.13 Packing and Marking

The Contractor shall establish/maintain procedures for handling, storage, preservation, packaging, and shipping to protect the quality of products and prevent damage, loss, deterioration, degradation or substitution of products.

A. Data Packaging Requirements

- All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual

(DOD 5220.22-M).

B. Marking of Reports

Documents to be delivered by the Contractor to the Government under this task order shall prominently show on the cover of the report:

- Name and Business address of the Contractor;
- Contract number and delivery order number, if applicable;
- Date of report; and
- Program office (s).

C. Packing of Supplies for Domestic Shipment

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Classification Rules, and regulations of other carriers as applicable to the mode of transportation.

D. Packing List(S)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- Name and address of consignor;
- Name and address of consignee;
- Government contract number (and delivery order number, if used);
- Government bill of lading number covering the shipment, if any; and
- Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

E. Data Packaging Requirements

- All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

7.14 Inspection and Acceptance

Deliverables shall be inspected and accepted at destination. Services shall be inspected and accepted at the location where the services are rendered.

The Government reserves the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed. All inspection and evaluations shall be performed in such a manner as will not unduly delay the work.

Only the COR, a designated alternate, the GSA PM or GSA CO has the authority to inspect, accept, or reject all deliverables. Final acceptance of all deliverables will be provided in writing, or in electronic format, to the GSA PM or GSA CO within thirty (30) days from the end of the task order.

In the absence of other agreements negotiated with respect to time provided for Government review, deliverables will be inspected in accordance with all specifications stated in the PBSOW. The acceptance of deliverables and satisfactory work performance required herein shall be based on the timeliness and accuracy of the service requested.

The Contractor shall be notified of the COR's and PM findings within five (5) work days. If the deliverables are not acceptable, the COR will notify the CO.

7.15 Export Control

The Contractor shall comply with all applicable laws and regulations regarding export-controlled information and technology and shall not use, distribute, transfer or transmit technology (even if incorporated into products, software or other information) except in compliance with such laws and regulations. In addition, the Contractor shall plan for, obtain, and maintain any and all export licensing required in satisfying all Task Order requirements.

7.16 Warranty Notification

In accordance with FAR 46.706 (b) (5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented for supply personnel and users to identify warranted supplies. Warranty information shall include the terms and duration of the warranty and the name and telephone number of the Contracting Officer to be notified if the supplies are found to be defective.

Warranty- Items acquired under this contract may require warranty protection. Commercial warranties shall be transferred to the Government.

7.17 Unsatisfactory Work

Performance by the Contractor to correct defects found by the US Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, shall be in accordance with FAR 52.212-4(a). The COR will monitor compliance and report to the CO.

7.18 Government Furnished Equipment (GFE) and Materials

The Government will provide the property, information, and/or material for the performance of this Task Order as follows:

- Initial familiarization/orientation will be provided by the User Agency.
- Standard Operational Procedures, regulations, manuals, texts, briefs and other materials associated with the project and the hardware/software noted throughout this PBSOW will be available to the contractor at the place of performance.
- Mutually agreed on office space, supplies, equipment.
- Government Owned Vehicles, as needed, in accordance with all applicable federal rules and regulations.
- Laptop, as applicable to assigned duties and the need to access government systems with properly imaged computer.
- Cell phone or Blackberry when applicable to assigned duties.

7.19 Contractor Personnel

In order to ensure a smooth and orderly start up, it is essential that personnel specified in this order be available on the Project Start date. If these personnel are not made available at that time, the Contractor shall provide advance notice justification.

7.19.1 Key Personnel

The contractor shall identify key personnel as follows:

(a) The contractor agrees that a partial basis for award of the resultant task order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to the resultant task order those key personnel whose resumes were submitted with the quote submission necessary to fulfill the requirements of this requirement. During the first 180 days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
(b) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least 30 days in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him to judge whether or not the contractor is maintaining the same high quality of personnel that provided the partial basis for award.
(c) It is the Government's expectation that key personnel are those personnel occupying senior acquisition and other support positions, personnel providing subject expertise in regulatory compliance, and the task lead.

7.19.2 Supervision of Contractor Personnel

The Contractor-supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein. The Contractor shall select, supervise, and exercise control and direction over its employees under this order. The Contractor shall not supervise, direct, or control the activities of Government personnel or

the employee of any other Contractor. The Government shall not exercise any supervision or control over the Contractor personnel in the performance of contractual services under this order. The Contractor is accountable to the Government for the actions of its personnel. In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the order, the Government reserves the right to request and receive satisfactory personnel replacement within five (5) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel. Replacement personnel must have the same minimum qualifications, additional specialized or specific experience and meet any applicable security requirements identified in this order.

7.19.3 Standards of Conduct and Restrictions

The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

(a) Discuss with unauthorized persons any information obtained in the performance of work under this order;
(b) Conduct business, other than that which is covered by this order, during periods paid by the Government;
(c) Conduct business not directly related to this order on Government premises;
(d) Use computer systems and/or other Government facilities for company or personal business; or
(e) Recruit on Government premises or otherwise act to disrupt official Government business.

7.20 Manpower Information Retrieval and Reporting System (MIRARS)

MIRARS is a web-based application systems used by PEO C3T and PM WIN-T the assist the government to manage human resources. Contractor and subcontractor personnel directly charging this contract shall access the MIRARS each morning before 0900hrs Eastern Time to register their work status and location. The URL for MIRARS will be provided to the contractor after award.

7.21 Administrative Improvements

It is the intention of GSA to constantly strive to work with the Contractor to introduce administrative improvements that would be advantageous to the Government and the Contractor. The Contractor agrees to negotiate, in good faith, with the Government to implement any suggested administrative improvements that are determined to be in the best interests of both parties.

7.22 Security Requirements

The security requirements for this task are per attached DD-254 and DD-254 Appendices (see Attachments D-DD254). Work for this effort may require access to and generation of

classified documents up to the TOP SECRET/SCI level. All members proposed to work on this task order shall have an appropriate level security clearance commensurate with level of security involved with the specific work elements of their assigned work.

For activities at the TOP SECRET/SCI level, only those individuals possessing a TOP SECRET/SCI Level access and authorized by the approved government contract monitor, or his/her properly cleared and designated alternate identified in this task order, are allowed to perform subtasks at the TOP SECRET/SCI level. The requirements associated with TOP SECRET/SCI level effort are directly related to access of information at a Special Compartmented Information Facility (SCIF) for persons who will be involved in the test planning/operation, data collection and development of test reports for systems tested within the confines of the SCIF.

The contractor will be required to have a SECRET facility clearance with SECRET safeguarding. The Contractor will require access to Communication Security (COMSEC) Information; Sensitive Compartmented Information (SCI); Non-SCI Intelligence Information; and For Official Use Only (FOUO) Information. The Contractor will also require access to SIPRNET systems.

To perform requirements set forth herein, the Contractor will require access to:

- Communications Security (COMSEC) Information
- NATO Information
- For Official Use Only (FOUO) Information
- Security Classification Guides for:
- Advanced Extremely High Frequency (AEHF) Security Classification Guide dated January 5, 2012, FOUO
- MILSTAR System Protection Plan, Rev 1, dated 15 Oct 1998, SECRET
- Transformation Communication Architecture (TCA), dated 6 Jan 2004, SECRET/NF
- Warfighter Information Network - Tactical (WIN-T) SCG, dated January 5, 2012
- System Protection Guide and Annexes for Threshold Global Broadcast Service (GBS) System Development dated 19 Jul 2000
- Wideband Gapfiller Satellite Space Segment System Protection Guide, dated 18 Feb 2000, FOUO
- Wideband Gapfiller Satellite System Protection Guide, dated 26 Apr 02
- Executive Order (EO) 12958 dated 17 April 1995, amended 25 Mar 2003

The contractor shall support the Government in the management of special security activities for designated systems throughout their developmental life cycles.

The contractor shall provide security support to the Government in the preparation of all program documents, reports, and briefing materials.

The final form DD 254 and Attachment D contain additional security requirements, processes and procedures and shall be considered as an incorporated document within the resultant task order.

Homeland Security Presidential Directive 12 (HSPD-12)

Homeland Security Presidential Directive 12 (HSPD-12) was issued to implement the policy of the United States to enhance security, increase U.S. Government efficiency, reduce identity fraud, and protect personal privacy by establishing a mandatory, U.S. Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees). Under this directive, the heads of executive departments and agencies are required to implement programs to ensure that identification issued by their departments and agencies to Federal employees and contractors meets the Standard. This policy can be found at the following website:

http://www.dhs.gov/homeland-security-presidential-directive-12

In performance of services under this task order, the Contractor shall insure all its and subcontractor personnel who require physical access to federally controlled facilities and access to federally controlled information systems have been issued identification in compliance with HSPD-12 policy. The Security/Identification point of contact for the Requesting Activity that is responsible for implementing its HSPD-12 compliant policy is the COR.

Pass and Identification Items

The Contractor shall ensure it obtains pass and identification items required for task order performance for employees and non-Government owned vehicles.

Retrieving Identification Media

The Contractor shall retrieve all identification media; including vehicle decals from employees who depart for any reason before the task order expires.

Physical Security

Areas controlled by contractor employees shall comply with base Operations Plans/Instructions for Force Protection Condition (FPCON) procedures, Random Antiterrorism Measures (RAMS) and local search/identification requirements. The Contractor shall safeguard all Government property and equipment, including controlled forms, provided for contractor use. At the close of each work period, Government furnished equipment, ground vehicles, facilities, support equipment, and other valuable materials shall be secured.

DOD Building Pass Issuance

(a) All personnel employed by a civilian commercial firm to perform work whose activity at any time requires passage into Government-occupied portions of the Pentagon or any

other DOD facility on or off the Pentagon Reservation, shall be required to obtain a Temporary Department of Defense (DOD) Building Pass/Access Card.

(b) The Contractor shall be responsible for having each employee requiring a Temporary DOD Building Pass/Access Card prepare the necessary applications, advising personnel of their obligations, filing the applications with the Contracting Officer, maintaining personnel files and re-filing applications for personnel in the event that clearances must later be extended. Personnel requiring a Temporary DOD Building Pass/Access Card must be either a citizen of the United States of America (USA) or a foreign national authorized to work in the USA under federal immigration and naturalization laws.

(c) The Government will issue DOD building passes to eligible persons upon the completion of a National Criminal Information Check (NCIC) or National Agency Check (NAC). This is a search of the nationwide computerized information system established as a service to all criminal justice agencies. Processing of completed applications for initial pass issuance or renewal of existing passes will require three to five working days. Contractor employees will be given a pass for the period of performance of the contract, not to exceed one year.

Facilities Clearance Determination

The contractor facility shall be cleared to store information at the Secret Level and host discussions classified at the Secret level. In the performance of tasks associated with this Task Order the contractor shall be required to store classified hardware requiring a COMSEC account.

Contractor Identification

The Contractor shall ensure its personnel and subcontractor personnel apply for and wear ID badges when on government business and as required at government facilities. Contractor personnel shall wear the ID badge at all times when performing work under this task order to include attending government meetings and conferences. Employees shall secure badges when not in use and not on site. Unless otherwise specified in the task order, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. Contractor personnel shall identify themselves as contractor employees in all communications (e.g. email signatures, when answering government telephones, meetings, etc.). When contractor or subcontractor personnel send e-mail messages to government personnel while performing on this task order, the Contractor's or subcontractor’s e-mail address shall include the person's name, job title, company name; Duty station address; work phone; and mobile phone. When registering to use government e-mail and establish an Army Knowledge Office (AKO) account, complete all contact information requested.

Antiterrorism (AT) and Operational Security (OPSEC)

All Contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within five calendar days of task order award and within five calendar days of new employees commencing performance. The Contractor shall submit certificates of completion for each affected contractor personnel and subcontractor employee, to the COR within ten calendar days after completion of training by all contractor personnel and subcontractor personnel. AT level I awareness training is available at the following website: https://atlevel1.dtic.mil/at.

Contractor and subcontractor personnel shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

Contractor and subcontractor personnel traveling Outside the Continental United States (OCONUS) shall make themselves available and shall receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

Contractor and subcontractor personnel, with an area of performance within an Army controlled installation, facility or area, shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within fifteen calendar days of task order award and within five calendar days of new employees commencing performance with the results reported to the COR NLT twenty calendar days after task order award.

All contractor and subcontractor personnel with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

The Contractor shall develop an Operations Security (OPSEC) Standing Operating Procedure (SOP)/Plan within 30 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the Contractor shall identify an individual who will be an OPSEC Coordinator.

The Contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

Per AR 530-1, Operations Security, new contractor and subcontractor personnel must complete Level I OPSEC training within thirty calendar days of their reporting for duty. All contractor and subcontractor personnel must complete annual OPSEC awareness training.

All contractor and subcontractor personnel must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor and subcontractor personnel working IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of employment.

Per DoD 8570.01-M , DFARS 252.239.7001 and AR 25-2, the Contractor and subcontractor personnel supporting IA/IT functions shall be appropriately certified upon task order award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

All contractor and subcontractor personnel authorized to accompany the United States (U.S.) Forces, shall comply with DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

All contractor and subcontractor personnel requiring performance or delivery in a Foreign Country shall comply with DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the U.S. All non-local national contractor personnel shall comply with theater clearance requirements and shall allow the combatant commander to exercise oversight to ensure the Contractor's compliance with combatant commander and subordinate task force commander policies and directives.

All contractor and subcontractor personnel shall comply with FAR 52.204-2, Security Requirements requiring compliance with - (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DoD 5520.22-M, notice of which has been furnished to the contractor.

Information Security (INFOSEC)

(a). Access and General Protection/Security Policy and Procedures. Contractor and all associated sub-contractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures. The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or

installation change, the Government may require changes in contractor security matters or processes.

(b). The Contractor shall comply with FAR 52.204-2, Security Requirements covering access to information classified "Confidential," "Secret," or "Top Secret." The Contractor shall also comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

Information Assurance (IA)

(a). Contractor Personnel Who Require Access to Government Information Systems. All contractor personnel with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

(b). All contractor personnel and associated sub-contractor employees must complete the DOD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DOD and Army training requirements in DODD 8570.01, DOD 8570.01-M and AR 25-2 within six months of employment.

(c). For information assurance (IA)/information technology (IT) certification. Per DOD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor personnel supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DOD 8570.01-M must be completed upon contract award.

Personnel Security (PERSEC)

For Contractor Personnel on travel to Foreign Countries, DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the US is applicable. Contractor personnel shall comply with theater clearance requirements and the combatant commander and subordinate task force commander policies and directives.

7.23 Place Of Performance

The majority of the performance will take place at Aberdeen Proving Ground (APG), Maryland.

Performance may also be required at National Guard and Army Reserve locations and the sites listed below. These locations may be changed to respond to Army needs and directions:

- Fort Campbell, KY
- Fort Hood, TX

- Fort Gordon, GA
- Fort Belvoir, VA
- Fort Stewart, GA
- Fort Knox, KY
- Fort Drum, NY
- Redstone Arsenal, Huntsville, AL
- CECOM LCMC operational locations, including Tobyhanna Army Depot (TYAD)
- Fort Polk, LA
- Fort Carson, CO
- Fort Bragg, NC
- Fort Lewis, WA
- Schofield Barracks, HI
- Fort Richardson/Wainwright, AK
- South Korea
- Germany
- Italy
- Taiwan
- Kuwait
- Afghanistan

A. GERMANY – TECHNICAL EXPERT STATUS ACCREDITATION (TESA)

This PBSOW requires the utilization of Technical Expert (TE) personnel and/or Troop Care (TC). In accordance with AR 715-9, DoD will obtain approval by applicable Outside the Continental United States (OCONUS) authorities for accreditation of employees to fill contract TESA or TC positions. The Contractor will ensure all contractor personnel have their TESA applications and resumes approved by the DoD Contractor Personnel Office (DOCPER) through the PM WIN-T Program Office before deploying. Accredited Technical Experts will be authorized to use U.S. Government facilities in accordance with Status of Forces Agreement (SOFA) policies. Authorized logistics support items include: commissary, to include rationed items; Army & Air Force Exchange Service (AAFES) (Military Exchange) to include rationed items and use of military postal service; children are authorized to attend DoD overseas schools; local U.S. Government transportation for official government business (non-tactical); emergency medical/dental services; local Morale, Welfare, and Recreation (MWR) services; Class VI, to include rationed items; military banking facilities; customs exception; mortuary service; legal assistance; credit unions; and North Atlantic Treaty Organization (NATO) Status of Forces Agreement Letter and/or Stamp. The Contractor shall promptly notify the Contracting Officer's Representative (COR) if a TESA employee, once accredited, is no longer performing duties requiring accreditation. Temporary Duty (TDY) may be performed in accordance with AR-715-9.

B. ITALY

Accredited Technical Representatives will be authorized to use US Government facilities in accordance with SOFA policies. Authorized logistics support items include: commissary, to

include rationed items; AFFES (Military Exchange) to include rationed items and purchase of POL military postal service; children are authorized to attend DOD overseas schools; local US Government transportation for official Government business (non-tactical); emergency medical/dental services; local MWR services; Class VI, to include rationed items; military banking facilities; customs exception; mortuary service; legal assistance if necessary; credit unions; and NATO Status of Forces Agreement Letter and/or Stamp, if such items are available and each installation commander has the discretion to approve or deny access to any/all items. TDY for less than ninety (90) days in one calendar year can be performed with the authorization of the COR and/or Contracting Officer.

C. SOUTH KOREA

The Contractor shall follow the procedures specified in Attachment I (Incoming Invited Contractor Procedure) when entering South Korea for work assigned under this task order.

C.1 IT centric management support AS AN INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE OF REPUBLIC OF KOREA (ROK)

SOFA Contract Clause

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage http://www.usfk.mil

(a) Definitions. As used in this clause—

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as

applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

"Responsible Officer (RO)" means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(Continued)

Table B-1 (Cont)
SOFA Contract Clause

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military

authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(Continued)

Table B-1 (Cont)
SOFA Contract Clause

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(Continued)

Table B-1 (Cont)
SOFA Contract Clause

(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) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads, and must have a USFK driver’s license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver’s license or a valid international driver’s license then obtain a USFK driver’s license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

(Continued)

Table B-1 (Cont)
SOFA Contract Clause

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

D. IRAQ, KUWAIT AND AFGHANISTAN- Refer to the Theater Business Clearance Clauses, Attachment J.

E. TRAVEL NOTIFICATION AND COORDINATION WITH U.S. ARMY MATERIEL COMMAND (AMC) COMMANDERS AND SENIOR AMC SITE REPRESENTATIVES (WHEN APPLICABLE).

The Synchronized Pre-deployment and Operational Tracker (SPOT) has been designated as the Joint Enterprise contractor management and accountability system to provide a central source of contingency contractor information and a summary of contract services IAW DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, dated 3 Oct 05. Company and Government Representatives are required to maintain by-name contractor accountability within SPOT. All contractor data must be entered into the SPOT database for all contractors traveling to the National Training Center (NTC), Joint Readiness Training Center (JRTC) and to any AMC CONUS or OCONUS locations. They are further required to coordinate in person with the respective AMC Forward Commanders, Logistic Support Elements, or Logistic Assistance Offices. http://www.dod.mil/bta/products/spot.html

7.24 Government Facility Access

The Contractor shall arrange with the COR procedures for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters. Any requests received by the Contractor to change the sequence or scope of this access shall be referred to the COR.

7.24.1 RIGHTS of Ingress and Egress

During the life of this order, the rights of ingress to, and egress from, Government facilities for the Contractor's personnel shall be made available. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Government facilities.

7.24.2 Government Building Access

Certain Government agencies may have security requirements, which necessitate the use of building access passes. When this is the case, the Contractor's personnel shall comply with the rules and regulations governing building access, including the possibility of a background check.

7.24.3 Government Facilities

Certain Government office or laboratory space may be made available for performance of the task. Contractors may be required to establish operations and support Government facilities and shall comply with DOD certification and accreditation requirements. Facilities may be located within the Continental United States or worldwide as requirements develop.

7.25 Contractor Facilities

Personnel may perform at a Contractor facility or remote locations when authorized by the Government. The Government is not requiring contractor to establish a facility near the primary place of performance but the contractor shall be available for meetings at the Government site the same day of the request.

7.26 Access to Other Contractor's Proprietary Information

In order to perform the tasks specified in this PBSOW, the Prime Contractor (or Subcontractor) may require access to other companies' proprietary data. A Non-Disclosure Agreement (NDA) shall be signed by the primary technical performer on this task if deemed applicable during the execution of the work. NDAs shall be provided to the Contracting Officer prior to start of work by task performer. The Contractor agrees that it will not accept proprietary data until it (i) executes the non-disclosure agreement and (ii) furnishes a copy of such agreement to the Contracting Officer.

7.27 Organizational Conflict of Interest (OCI)

The Government is requiring each offeror to provide a disclosure statement addressing, to the best of its knowledge and belief, the existence of any potential or actual OCI. Each offeror shall include in the disclosure statement, a statement addressing whether any of its labor force (which includes proposed subcontractors and/or proposed consultants) may have a potential or actual OCI. If a potential or actual OCI exists, the offeror must present a plan for avoiding or mitigating the OCI.

The Contracting Officer will individually evaluate each offeror's disclosure statement and the adequacy of any plan submitted for avoiding or mitigating any OCI. If the Contracting Officer determines that a potential or actual OCI exists, the offeror may not receive an award unless the Contracting Officer determines that the OCI can be avoided or mitigated through the inclusion of a special clause or other appropriate means. The terms of any special clause are subject to negotiation.

If the Contractor provides an agency with support in preparing for and/or conducting acquisitions under this order, the agency may require that the Contractor sign an organizational conflict of interest statement in which the Contractor (and any subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as prime or subcontractor) any proposal for any solicitation resulting from the work under this order. The agency and Contractor shall strive to identify and report situations in which an organizational conflict may result. All potential conflict of interest situations shall be handled in accordance with FAR Subpart 9.5.

All Contractor personnel (to include subcontractors and consultants) who will be personally and substantially involved in the performance of any task under this order which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement", Attachment E. This is required prior

to the commencement of any work on such task and whenever replacement personnel are proposed under an ongoing task.

7.28 Order Closeout

It is the intention of the Government to perform closeout procedures on this order. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. Order closeout will occur after final Government acceptance and final payments have been made for all deliverables under this task order.

7.29 Invoicing

The contractor shall submit Requests for Payments in accordance with the format contained in GSAM 552.232-25, Prompt Payment (NOV 2009), and shall at a minimum include the following information to have the invoice considered proper for payment.
(a) Contract Number;
(b) Name and address of the Contractor;
(c) Invoice date and number;
(d) Paying Number: (ACT/DAC NO.);
(e) Applicable CLIN or Sub-CLIN in which the costs were incurred, quantity, unit price and extended price;
(f) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(g) Terms of any discount for prompt payment offered;
(h) Incurred cost of all travel to include name of Government approving official and date approved;
(i) List of all applicable materials and/or services provided under this contract to include the part number, nomenclature, quantity, and the unit and extended price;
(j) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract;
(k) Electronic funds transfer (EFT) banking information.;
(l) In addition to the invoice, the following shall be submitted to the Contracting Officer Representative in an Excel Spreadsheet with mathematic formulas shown:

- contract's ceiling price
- contract's obligated price
- billed total for the CLIN
- contract-year-to-date billed
- contract-year-to-date paid by Government
- cumulative billed (since contract effective date)
- cumulative paid by Government (since contract effective date)
- For each employee
  Name
  Skill level
  Regular and overtime hours worked (If authorized) (denoting on or off site)
  Cumulative regular and overtime hours worked

- Costs: staff hours, rates and funds expended per month, per task and per subtask. This information shall also be rolled up into quarterly, semi-annual, and annual usage.
- Schedule information;

(m) The contractor shall include a Travel Experse Report (TER) by trip that includes a daily breakdown of all actual incurred travel costs. The breakdown shall consist of at least the following:

- Per diem
- Lodging
- Rental cars
- Gas
- Transportation
- Other
- Copies of written travel authorization

The Contractor shall note that, pursuant to FAR 31.205-46(a)(1), the contractor's costs for lodging, and meals and incidental expenses may be based on actual incurred costs, per diem, or a combination thereof, as long as the method used results in a reasonable charge. Similarly, the contractor's costs for transportation may be based on actual incurred costs, mileage rates, or a combination thereof, as long as the method used results in a reasonable charge. The Contractor shall note the respective methods used in its invoice.

If the Contractor did not use a U.S-flag air carrier, pursuant to FAR 47.402, 47.403, and the Fly America Act, the Contractor shall submit with its invoice a memorandum citing the specific conditions which prevented it from using a U.S.-flag air carrier service. Reimbursement is contingent upon Government acceptance of such explanation.

The Contractor shall submit evidence that it determined its actual incurred materials costs, including any actual incurred non-labor subcontract costs/prices, to be fair and reasonable. In accordance with FAR 52.212-4(i)(1)(ii), the contractor is permitted to furnish materials in accordance with the instructions below:

The furnishing of materials between $2,500.01 and $150,000.00 per order shall require pre-approval by the Contracting Officer's Representative (COR) and a minimum of three (3) quotes shall be provided to the COR for review and approval. If three (3) quotes cannot be obtained, the contractor shall provide an explanation. To the maximum extent possible, the contractor shall use government supply sources as prescribed in 52.251-1.

The furnishing of materials exceeding $150,000.00 per order shall require pre-approval by the Contracting Officer and a minimum of three (3) quotes shall be provided to the Contracting Officer for review and approval. If three (3) quotes cannot be obtained, the contractor shall provide an explanation. To the maximum extent possible, the contractor shall use government supply sources as prescribed in 52.251-1.

In accordance with FAR 52.212-4(i)(4)(iii)(B), the government shall have access to any

documents supporting payment of those invoices pertaining to materials. These documents shall be uploaded no less than once a month in GSA's Information Technology Solution Shop (ITSS).

The contractor shall include the following statement on all invoices submitted for payment: "The costs and pricing contained within this invoice do not exceed the allowable costs of the applicable Government contract."

The contractor shall ensure that all requests for payments are validated, signed and dated by the client point of contact identified in Section 11.0 before submitting to GSA for approval and payment. The invoice shall include the following statement. "I *printed name of client POC* have verified that in a satisfactory manner the items identified have been received or the services have been rendered and I take no exceptions to this invoice."

The Contactor shall not bill the Government for the Alliant GWAC Contract Access Fee (CAF) as a separate line item. This fee shall be incorporated in the fully burdened labor rates.

The contractor shall submit invoices electronically by logging into the ASSIST portal (https://portal.fas.gsa.gov), navigating to the appropriate order, and creating the invoice for that order. Upon deployment of the Central Invoice Service, the contractor shall NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission)."

7.30 Section 508 Compliance Statement, Attachment F

The Contractor shall support the government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when federal agencies develop, procure, maintain, or use electronic information technology, federal employees with disabilities have access to and use of information and data that is comparable to the access and use by federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Applicable standards are 1194.21-1194.26. The Contractor shall review and comply with the information found in the following websites:

http://www.section508.gov/index.cfm?FuseAction=Content&ID=12

http://www.access-board.gov/508.htm

http://www.w3.org/WAI/Resources

Refer to Attachment F for details.

7.31 Personal Services

The Government is soliciting for and will award a task order for non-personal services. The resultant task order shall not contain any personal services in accordance with Federal Acquisition Regulation (FAR) Section 37.104.

7.32 Non-Payment for Unauthorized Work

No payments will be made for any unauthorized supplies or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed contracting officer. Only a duly appointed contracting officer is authorized to change the specifications, terms, and/or conditions of this resultant task order.

7.33 Final Invoice

The Contractor shall specifically identify the last invoice as the "Final Invoice." The final invoice shall include the remaining amounts claimed to be due under the task order. It shall include a certification that all subcontractors, suppliers, and consultants have been paid (or will be paid upon Contractor's receipt of payment), and that all Government Furnished or Contractor Acquired Property has been disposed of in accordance with COR direction. This includes return of all ID badges, keys, and any other Government furnished property. A full and accurate inventory, accounting for all lost, stolen or damaged property must also be furnished to the COR before final payment is authorized. The final invoice shall include the Contractor's Release of Claims, Attachment K.

7.34 Safeguarding Of Information

The contractor and its employees should exercise the utmost discretion in regard to all matters relating to their duties and functions. They should not communicate to any person any information known to them by reason of their performance of services under this task order which has not been made public, except in the necessary performance of their duties or upon written authorization of the contracting officer. **All documents and records (including photographs) generated during the performance of work under this contract should be for the sole use of and become the exclusive property of the U.S. Government.**

Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, Elm or photograph concerning any aspect of work performed under this contract should be published or disseminated through any media without the prior written authorization of the contracting officer. These obligations do not cease upon the expiration or termination of this contract. The contractor should include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

7.35 Applicable Directives/Documents

The following documents are applicable as cited within this PBSOW. In the event of a conflict between these referenced documents and this PBSOW, this PBSOW shall prevail. Nothing in this PBSOW is meant to supersede or conflict with the law. If a document is cited by reference within this PBSOW and not listed herein then the referenced document applies as cited within the text of the RFQ/PBSOW.

Department of Defense Instructions (DODI)

DODI 3020.41	Operational Contract Support (OCS), December 20, 2011 (at: http://www.dtic.mil/whs/directives/corres/pdf/302041p.pdf)
DODI 5000.02	Operation of the Defense Acquisition System, TBD(at: http://www.dtic.mil/whs/directives/corres/pdf/500002p.pdf)
DODI 6000.11	Patient Movement (PM), May 4, 2012 (at: http://www.dtic.mil/whs/directives/corres/pdf/600011p.pdf)

Department of Defense Manuals

DOD 5220.22-M	National Industrial Security Program (NISP), with Change dated 28 March, 2013 (at: http://www.dtic.mil/whs/directives/corres/pdf/522022m.pdf)
DOD 8570.01-M	Information Assurance Workforce Improvement Program, dated December 19, 2005, Incorporating Change 3, January 24, 2012 (at: http://www.dtic.mil/whs/directives/corres/pdf/857001m.pdf)

Army Regulations (AR)

AR 25-2	Information Assurance, latest revision 23 March 2009 (at: http://www.apd.army.mil/pdffiles/r25_2.pdf)
AR 350-70	Systems Approach to Training Management, Processes, and Products (This document is available at: http://www.tradoc.army.mil/tpubs/regs/TR350-70.pdf)
AR 525-13	Antiterrorism, 11 September 2008(at: https://itsweb.us.army.mil/armypubs.asp?epubs/dr_pubs/dr_b/pdf/r525_13.pdf)
AR 530-1	OPERATIONS SECURITY (OPSEC), 19 April 2007(at: https://armypubs.us.army.mil/epubs/dr_pubs/DR_c/pdf/r530_1.pdf)
AR 700-127	Integrated Logistics Support (This document is available at: http://www.apd.army.mil/pdffiles/r700_127.pdf)

AR 700-142	Type Classification, Materiel Release, Fielding, and Transfer (This document is available at: http://www.apd.army.mil/pdffiles/r700_142.pdf)
AR 715-9	Contractors Accompanying the Force (at: http://www.apd.army.mil/pdffiles/r715_9.pdf)

General Services Administration Acquisition Manuals

APD 2800.12b	General Services Administration Acquisition Manual (GSAM), effective March 26, 2012 with amendments to change 54

(This document is available at: https://acquisition.gov/gsam/gsam.html)

7.36 Contracting Officers Representative

The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

7.37 Safety and Environmental

The Contractor shall comply with the Office of Federal Procurement Policy Green Acquisition initiatives as identified in accordance with the policies referenced at http://www.whitehouse.gov/omb/procurement_index_green.

7.38 Physical Operating Environment

Office setting that includes sedentary physical effort. However, may include lifting of weight up to thirty (30) pounds as necessary.

7.39 Limitation of Funds

The Contractor shall not perform work resulting in charges to the Government that exceed obligated funds. The Contractor shall notify the Contracting Officer in writing, whenever it has reason to believe that in the next sixty (60) days, the charges to the Government will exceed seventy-five (75%) of the obligated funds. The notice shall state the estimated amount of additional funds required to complete performance of this task. The Government is not obligated to reimburse the Contractor for charges in excess of the obligated funds and the Contractor is not obligated to continue performance or otherwise

incur costs that would result in charges to the government in excess of the amount obligated under this task order.

7.40 Contractor Employee Guidelines

The contractor and subcontractors shall not employ or continue to employee personnel on the task order if such persons are identified to the contractor by the COR as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population.

7.41 Notice Regarding Late Delivery

The Contractor shall notify the COR and Contracting Officer as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery and the project impact of the late delivery. The COR will review the new schedule and after consulting with the Contracting Officer, provide guidance to the Contractor.

8 PERIOD OF PERFORMANCE

The period of performance is a one-year base period and three (3) one-year option periods from date of award. This resultant task order is subject to the availability of Government funds.

9 CONTRACT TYPE

This competitive acquisition will result in a performance based Time & Materials award.

Given the dynamic nature of the support mission, possible substantial staffing increases and organization mission changes may be required due to future indistinct workload. Therefore, an increase in the level of effort may be foreseeable in the future.

10 APPLICABLE CONTRACT CLAUSES AND PROVISIONS

All provisions and clauses from the Alliant Governmentwide Acquisition Contract (GWAC) shall be incorporated into this solicitation.

Additional applicable provisions and clauses in full text are located in Attachment J, provided as separate attachment.

Applicable Clauses and Provisions by reference:
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights(Apr 2014)

52.204-2 Security Requirements (Aug 1996)
52.204-13 System for Award Management Maintenance (Jul 2013)
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013)
52.212-4 Contract Terms and Conditions—Commercial Items (May 2014)
52.216-7 Allowable Cost and Payment (Jun 2013)
52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)
52.217-4 Evaluation of Options Exercised at Time of Contract Award. (June 1988)
52.217-5 Evaluation of Options (July 1990)
52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014)
52.222-41 Service Contract Act of 1965 (May 2014)
52.222-49 Service Contract Act—Place of Performance Unknown (May 2014)
52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 2014)
52.222-54 Employment eligibility Verification (Aug 2013)
52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
52.223-11 Ozone-Depleting Substances (May 2001)
52.223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007)
52.224-1 Privacy Act Notification (Apr 1984)
52.224-2 Privacy Act (Apr 1984)
52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)
52.227-14 Rights in Data-General (May 2014)
52.228-3 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)
52.228-5 Insurance—Work on a Government Installation (Jan 1997)
52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012)
52.232-18 Availability of Funds (Apr 1984)
52.232-22 Limitation of Funds (Apr 1984)
52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Jul 2013)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-2 Service of Protest (Sept 2006)
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3 Continuity of Services (Jan 1991)
52.239-1 Privacy or Security Safeguards (Aug 1996)
52.243-3 Changes—Time-and-Materials or Labor-Hours (Sept 2000)
52.243-4 Changes (Jun 2007)
52.245-1 Government Property Alternate I (Apr 2012)
52.245-9 Use and Charges (Apr 2012)
52.246-2 Inspection of Supplies – Fixed Price (Aug 1996)
52.246-6 Inspection—Time-and-Material and Labor-Hour (May 2001)
52.246-16 Responsibility for Supplies (APR 1984)
52.247-2 Permits, Authorities, or Franchises (Jan 1997)

52.247-34 F.o.b. Destination (Nov 1991)
52.249-8 Default (Fixed Price Supply and Services) (Apr 1984)
52.249-14 Excusable Delays (Apr 1984)
52.251-1 Government Supply Sources (August 2012)
252.201-7000 Contracting Officer's Representative (Dec 1991)
252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)
252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.203-7004Display of fraud hotline poster(s) (Dec 2012)
252.203-7005 Representation Relating to Compensation of Former DoD Officials (Nov2011)
252.204-7000 Disclosure of Information (Aug 2013)
252.204-7003 Control of Government Personnel Work Product. (Apr 1992)
252.204-7004 Alternate A, System for Award Management (Feb 2014)
252.204-7006 Billing Instructions (Oct 2005)
252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)
252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan 2009)
252.209-7002 Disclosure of Ownership or Control by a Foreign Government (June 2010)
252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Mar 2014)
252.209-7008, Notice of Prohibition Relating to Organizational Conflict of Interest—Major Defense Acquisition Program (Dec 2010)
252.209-7009 Organizational Conflict of Interest—Major Defense Acquisition Program (Dec 2012)
252.211-7007 Reporting of Government-Furnished Equipment (Aug 2012)
252.222-7002 Compliance with Local Labor Laws (Overseas) (Jun 1977)
252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)
252.223-7004 Drug-Free Work Force (Sep 1988)
252.244-7000 Subcontract for Commercial Items and Commercial Components (DOD Contracts) (June 2013)
252.225-7000 Buy American Statute--Balance of Payments Program Certificate (Jan 2014)
252.225-7001 Buy American and Balance of Payments Program (Dec 2012)
252.225-7004, Report of Intended Performance Outside the United States and Canada—Submission after Award (Oct 2010)
252.225-7006, Quarterly Reporting of Actual Contract Performance Outside the United States (Oct 2010)
252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (May 2014)
252.225-7041 Correspondence in English (June 1977)
252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (Mar 2006)
252.225-7993Prohibition on Contracting with the Enemy (DEVIATION 2014-O0008) (FEB 2014)

252.225-7994 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (FEB 2014) (DEVIATION 2014-O0008
252.225-7997 Contractor Demobilization (Deviation 2013-O0017)
252.227-7015 Technical Data--Commercial Items (Feb 2014)
252.228-7003 Capture and Detention (Dec 1991)
252.229-7002 Customs Exemptions (Germany)(Jun 1997)
252.229-7003 Tax Exemptions (Italy) (Mar 2012)
252.227-7015 Technical Data--Commercial Items (Feb 2014)
252.229-7999 Taxes – Foreign Contracts in Afghanistan. (DEVIATION 2013-O0016)
252.231-7000 Supplemental Cost Principles (Dec 1991)
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (June 2012)
252.232-7007 Limitation of Governments obligation (April 2014)
252.233-7001 Choice of Law (Overseas) (June 1997)
252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (June 2013)
252.237-7019 Training for Contractor Personnel Interacting with Detainees(June 2013)
252.239-7001 Information Assurance Contractor Training and Certification (Jan 2008)
252.242-7005 Contractor Business Systems (Feb 2012)
252.242-7006 Accounting System Administration (Feb 2012)
252.244-7001 Contractor Purchasing System Administration (May 2014)
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
252.245-7002 Reporting Loss of Government Property (Apr 2012)
252.245-7003 Contractor Property Management System Administration (Apr 2012)
252.245-7004 Reporting, Reutilization, and Disposal (May 2013)
252.249-7002 Notification of Anticipated Contract Termination or Reduction (Oct 2012)
252.251-7000 Ordering From Government Supply Sources (Aug 2012)
5152.237-4900 Accounting for Contract Services Requirement – Enterprise-Wide Contractor Manpower Reporting Application
552.203-71 Restriction on Advertising (Sep 1999)

11 GOVERNMENT POINT OF CONTACTS

Contracting Officer:

General Services Administration
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Contracting Officer's Representative (COR):

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Systems Acquisition Specialist

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12 PROPOSAL REQUIREMENTS AND SUBMISSION

12.1 General Instructions

a. In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information sufficiently detailed to clearly address submission requirements as outlined below. The proposals sought by this solicitation shall be contained in two separate volumes:

   Volume I – Technical Proposal shall consist of the following three factors: Technical Approach, Program Management and Past Performance.

   Volume II – Price Proposal shall include the proposal quote schedule as provided in the attached price schedule.

b. Following are the items to be submitted and their respective delivery dates:

Deliverable	No Later Than	Date
Volume I	12:00 PM EST	01/20/2015
Volume II	12:00 PM EST	01/20/2015

c. **Please submit all required information before the specified closing date. Both Volume I and Volume II shall be submitted via GSA e-Buy (https://www.ebuy.gsa.gov). No other quote submission methods will be accepted. In order to be considered for award, offerors must be registered with IT Solution. Award will only be made through IT Solutions. The website is http://it-solutions.gsa.gov. If vendor registration assistance is needed, please contact the help desk at 877.243.2889.**

d. Offerors are expected to examine this entire RFQ document including the Contract. Failure to do so will be at the Offeror's own risk.
e. Offerors shall furnish the information required by this solicitation.
f. The Government may make an award without discussion based on initial offers received. Accordingly, each initial offer should be submitted in as complete form as possible and without condition(s) or exception(s) to any provision.
g. The Government will not pay any Offeror for preparation of their proposal.
h. Offerors submitting restrictive data will mark it as follows in accordance with the FAR Clause 52.212-1 Instructions to Offerors—Competitive Acquisition which is incorporated by reference. Clause 52.212-1 states: "Offerors who include in their proposals data they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall—

1. Mark the title page with the following legend:
"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets)"; and
2. Mark each sheet of data it wishes to restrict with the following legend:
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

i. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).
j. Proposals shall set forth full, accurate, and complete information by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
k. Wherever in this solicitation “man”, “men”, or their related pronouns are used and other related pronouns, (other than with reference to specific persons) as words or as parts of words, they have been used for literary purposes and are meant in their generic sense to include both males and females.

12.2 Proposal Format and Submission Instructions

1. Within each Section, the written proposal pages shall be sequentially numbered. The information shall be submitted on 8½” by 11” paper with printing on only one side. The information shall be single-spaced. The typewritten or printed letters shall be 12 point (Times New Roman recommended) and three lines per linear inch or equivalent as the minimum size standard, with no reduction permitted except organization charts

or other graphic illustrations. Offerors shall ensure that the print is easily readable. Double spacing is not required for information in tables/graphics. Offeror's shall not use charts, tables, or graphics to subvert the page limits. Each page shall have a 1" margin on all four sides. Header and footer information (which shall not be evaluated) may be included in the 1" margin space. Fold outs for complete spreadsheets and/or organization charts are permissible up to 11" by 17", with printing on one side only, if secured within the volume. Large sheets greater than 8½" by 11" shall count as two pages.

2. a. The Written Technical Proposal - Part I shall be page limited as shown below and consisted of the following:

An introduction to the Technical Proposal may be provided but will not be evaluated.

Factor 1 Technical Approach (50 pages maximum)
Factor 2 Program Management (50 pages maximum not including resumes and commitment letters, copies of vendors GSA Alliant Governmentwide Acquisition Contract (GWAC) labor category description, Staffing Plan Table, Transition-in Plan, and Teaming/Partnering Agreements)
Factor 3 Past Performance (10 pages per project maximum not including Attachment G - Past Performance Questionnaires)

b. The Written Price Proposal - Part II. There is no page limitation.

- Pages shall not be traded, i.e., if the response to a section is less than the maximum allowed, the pages of another section shall not be increased to compensate.
- Blank sides, Section dividers are not included in the page count.
- Pages that do not contain information to be evaluated but assist evaluators in reviewing the proposal (e.g., table of contents, list of acronyms, index, glossary, etc.) are not included in the page count.
- Technical Proposal that contain any pages submitted above the page limitation shall not be reviewed or evaluated. Therefore, any information included shall not be considered as part of the evaluation.

The Government reserves the right to verify/follow-up on any of the information presented in the proposal.

12.3 <u>Factor 1 Technical Approach (Volume I)</u>

The offeror's technical approach will be evaluated on its reasonableness, innovativeness, and ability to meet the requirements of the RFQ with minimal risk to the Government. The offeror's technical approach should demonstrate a clear understanding of the current technical environment and requirements. The technical approach is for evaluation purposes only and will not be incorporated into the awarded performance based task order.

The offeror shall describe its proposed solution and approach for providing each of the tasks specified in the PBSOW. Descriptions should demonstrate an in-depth understanding of the nature of the tasks, how the offeror will fulfill the requirements with minimal risk to the Government, and what technology will be used to support the tasks, and any special capabilities that are unique to the proposed solution that will enhance the offeror's ability to meet or exceed task(s) objective(s). Describe any industry best practices that will be employed by the offeror to accomplish task objectives and performance goals. The offeror shall describe plans and approaches on how the proposed tasks will be implemented.

12.4 Factor 2 Program Management

The offeror shall clearly describe its management approach which addresses each of the requirements as listed in PBSOW. Detailed responses to each of these requirements shall provide an explanation indicating offeror's ability and proposed methodology to be utilized to meet each requirement. Responses shall not be a restatement of the requirement but shall be comprehensive, well-conceived, and include detailed approaches to accomplishing the tasks and providing the deliverables. The offeror shall address the following elements:

- Discuss methodology for managing lines of authority to include subcontractors, if any;
- Describe your understanding of the work required;
- Describe your understanding of the objectives of the PBSOW and specific tasks;
- Describe your ability to address anticipated potential problem areas;
- Describe your ability to integrate new processes and technology enhancements;
- Describe your understanding of logistics and schedule requirements;
- Describe practices and techniques it plans to employ to manage costs (to include planned versus actual expenditures) and time for the greatest economy while meeting or exceeding requirements;
- Describe approach to risk management during the POP, including transitioning out, and the planned actions to mitigate or eliminate risks;
- Describe your transition-in Plans-As part of the plan, the contractor must address milestones considered necessary for allow risk transition of services and shall include as a minimum, the following:
  a) Provide the Government with a list of key contractor personnel with resumes
  b) Subcontracts/Teaming/Partnering agreements, if applicable
  c) Timeline for Administrative transitions (Security verifications, Common Access Card (CAA) paperwork, etc.)
  d) Establishment of Offices in the APG area as necessary

The offeror shall describe their management practices for the staffing, planning, organizing, and managing of internal resources and subcontractors, to include personnel, lines of authority, tracking and reporting progress, controlling costs, controlling quality, resolving problems and integrating the requirements of the task order. The offeror shall describe risk management approaches and how issues or problems are identified and resolved. The management plan will be evaluated on its overall approach for managing

and implementing a feasible and practical program, and for ensuring quality in the process.

Contractors shall submit qualified resumes and commitment letters for all individual key personnel proposed. Proposed staff shall have relevant experience of all task requirements identified in the PBSOW. Personnel will be required/prepared to begin support on day one of the task order without additional training.

No changes to proposed personnel will be accepted without prior coordination of the Contracting Officer. The contractor shall identify key personnel. All key personnel required to have SECRET clearance will be identified after award.

The offeror shall describe the relevant qualifications, relevant experience and knowledge of their proposed personnel. The Government will evaluate the background, professional credentials, and relevant experience of personnel in performing the required tasks in other projects similar in function, scope, and complexity.

The contractor shall provide a **Staffing Plan Table in performing the tasks identified in Section 3 of this PBSOW**. The staffing plan shall be submitted as an attachment using the format in Attachment M. The submission shall contain all individuals that will be working on this effort. All Key Personnel proposed shall be available to begin work immediately on the Project Start Date. If the names of all non-Key Personnel are not known prior to offer submission, the offeror may indicate "to be determined" in the Staffing Plan Table. The names of non-Key Personnel are the only identifiers that may remain unspecified in the Staffing Plan Table. The names of all non-Key Personnel that can be provided shall be provided. The offeror shall describe its approach providing the services described in the PBSOW using the mix of labor categories and distribution of level of effort identified in its staffing plan.

Note: Offeror shall submit copies of its GSA Alliant Governmentwide Acquisition Contract (GWAC) labor category description of proposed Personnel for this effort. All proposed labors/rates not in the offeror's GWAC contract must be identified.

12.5 Factor 3 Past Performance

The Offeror shall provide a narrative of past performance for three (3) projects completed or ongoing during the past 5 years that relate to the requirements of this RFQ. Include points of contact and their phone numbers and titles. The prior experience information shall address:

- Brief description of past or on-going requirement, as to how project is similar in scope, size or consistent in scope and complexity with the work required in this PBSOW.
- Contractor's ability to estimate cost;
- Competitiveness of prices offered;
- Quality of products and services;
- Adherence to schedules;

- Effectiveness of contractor's management team;
- Response to customer requests; and
- Problem encountered, corrective actions taken and results.

The Offeror shall complete and attach the Past Performance questionnaires for past experience of three (3) projects as part of quote submission. Refer to Attachment G for questionnaire details.

Note: The completed Attachment G (Past Performance Questionnaires) can be directly submitted to the Contracting Officer as part of the offeror's quote submission.

The information presented in the Offerors' proposal, together with information from any other sources available to the Government (e.g., Past Performance Information Retrieval System (PPIRS), Government-controlled Contractor performance databases, Inspector General reports, General Accounting Office reports, newspaper articles, and references including contractual, technical, and end-user representatives), will provide the input for the evaluation of this factor.

If the Offerors have no single project that encompasses all types of past performance as defined, the Offerors may show past performance through a combination of projects that together show that services have been accomplished in a manner that is consistent in scope and complexity with the project.

12.6 Submission of Written Cost/Price Proposal (Volume II)

Cost/Price Proposals shall contain the following tabs:

1. Price Schedule - Services and Prices (Attachment A). The offeror shall indicate the price to be charged for each item (Base and Options) in the Price Schedule (Attachment A) The offeror shall provide the Alliant Governmentwide Acquisition Contract (GWAC) Labor Category, the awarded Alliant Governmentwide Acquisition Contract (GWAC) Labor Hour price and the Labor Hour price proposed for this RFQ. Also, the offeror shall allocate total estimated hours (for example base period 303,010.56 T&M hours) across the appropriate labor categories proposed. Offerors are encouraged to propose and identify discounts from their Alliant Governmentwide Acquisition Contract (GWAC) pricing. **All proposed labors/Rates (Open Market Labor) not in the offeror's GWAC contract must be identified with a different font color.**

Note: All prospective vendors must submit quotes to the established total Not to Exceed (NTE) labor hours, NTE amount for the Material and Travel CLINs, as stated in the Price Schedule, Attachment A. Prospective vendors may not alter the provided Price Schedule format to include a separate CLIN for the GSA Contract Access Fee. Prospective vendors must submit its fully-burdened loaded hourly labor rate including the Contract Access Fee.

Base Period Year: 303,010.56 hours (12 months)
First Option Period: 328,762.56 hours (12 months)

Second Option Period: 255,933.12 hours (12 months)
Third Option Period: 221,133.12 hours (12 months)

2. Cost/Price Supporting Documentation. The information requested in this RFQ is required to assist the Government in evaluating quotes for fairness and reasonableness. If indirect handling rates are proposed, the offeror will indicate the date of their last audit by a Government audit agency, and a point of contact for that audit agency.

3. Organizational Conflict of Interest Statement. The offeror shall complete and sign an Organizational Conflict of Interest Statement in which the offeror (and any subcontractors, consultants or teaming partners) disclose information concerning actual or potential organizational conflict of interest affecting the offeror's proposal or any work related to this task order. The statement shall be accompanied by the offeror's plan for mitigation, avoidance, or neutralization, if appropriate.

The offeror shall include its current GSA Alliant Governmentwide Acquisition Contract (GWAC) Price List under which the proposal is based.

13 EVALUATION CRITERIA

13.1 Method of Award

Proposals shall be evaluated based on Best Value Method.

This effort is to be procured under a Best Value method, IAW FAR 16.505(b) (1) (iv). Proposals under this solicitation are to be evaluated for their technical compliance as specified in the RFQ solicitation against the pre-established evaluation criteria as outlined hereafter. The Government shall evaluate price and non-price information contained in the Offerors' proposals, and if required, information obtained by the Government. The best value process shall be used in the technical evaluation, which shall permit tradeoffs among price and non-price factors. This allows the Government to accept other than the lowest priced proposal.

13.2 Technical/Quality Evaluation and General Rating System

Quality Evaluation and Rating System: The Government will perform an in-depth review of the proposals. The Technical Evaluation Board will rate each evaluation factor for each proposal against the specified evaluation criteria in the Request for Proposal. The evaluation committee will not compare proposals against each other.

The evaluation process will consist of: the proposal compliance review, the technical review (Technical Approach, Program Management and Past Performance), and price evaluation. The decision shall be made on the basis of an assessment of the evaluation results as a whole, in accordance with the Request for Quote requirement.

a) Proposal Compliance Review – This is an initial check by Contracting Division on the basis of solicitation requirements. This review may eliminate those proposals, which fail to provide all required information and documents in the format and detail specified. This review is to ensure that all required forms and certifications are complete.

b) Technical review – The Government will evaluate Factor 1, 2 and 3 against the requirements included in the proposal.

The Government will evaluate price offers inclusive of options. Evaluation of proposed options however, will not obligate the Government to exercise the option(s).

The Government will combine the results of the price and non-price evaluation for each offeror to determine which offeror provides the Government with the best-value solution. Task order award will be made to the responsive, responsible offeror who provides the best-value solution to the Government.

Proposal evaluation and order award shall be in accordance with the procedures identified in FAR Part 16.505(b) (1) (iv); therefore, FAR Part 15 will not apply to this acquisition. Proposals will be evaluated based on the factors described in Section 12. Technical merit is more important than cost/price. Risk assessments (High, Moderate, and Low) are included in the evaluation and award decision. Award may be made to other than the lowest priced proposal.

Offerors will be given the opportunity to clarify minor irregularities or apparent clerical mistakes in its submission; however, the Government reserves the right to make its award decision based solely on initial, written quotations without conducting any formal discussions.

Cost/Price will be evaluated for adequacy and reasonableness.

Offerors are encouraged to submit their best proposals and include their best terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government intends to award a contract, subject to the availability of funds, without discussions with offerors. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

13.3 Cost/Price Proposal Evaluation

Offerors' cost/price proposals shall be evaluated to ensure they do not exceed the offeror's GSA Alliant Governmentwide Acquisition Contract (GWAC) price. Prices offered shall not exceed prices awarded under the offeror's GSA Alliant Governmentwide Acquisition Contract. Offerors will be evaluated on distribution of labor hours across all labor categories proposed. If required, cost/price analysis will be accomplished to assist the Government in determining a fair and reasonable price. Prices which are excessively high

or low may be considered unrealistic and unreasonable, and may receive no further consideration. The Government reserves the right to exclude any proposed indirect handling rate unless adequate information is readily available from an existing audit completed by a Government audit agency within the preceding 12 months as of the closing date of this RFQ.

In the event that the Government requires continued performance, offerors are hereby notified that in accordance with FAR 52.217-8 Option to Extend Services the Government may extend performance by up to an additional six (6) months. As part of the price evaluation, the Government will evaluate the option to extend services (see FAR Clause 52.217-8) by adding six (6) months of the offeror's final option period price to the offeror's total price. Offerors are required only to price the base and option periods. Offerors shall not submit a price for the potential six month extension of services period."

13.4 Evaluation Criteria

The Government will evaluate proposals based on the factors shown below.

Factor 1 Technical Approach
Factor 2 Program Management
Factor 3 Past Performance

For this requirement, non-price factors are more important than the price factor. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. Factors 1 through 3 are listed in descending order of importance.

The following color-scheme ratings system shall be employed to evaluate Factor 1- Technical Approach and Factor 2- Program Management:

BLUE - Exceptional. A proposal that exceeds requirements and demonstrates a superior understanding of goals and objectives of the acquisition. This clearly achievable approach includes numerous advantageous characteristics of substance/significant strengths that will benefit the Government, and no significant weaknesses, with an overall low degree of risk in meeting the Government's requirements.

GREEN - Acceptable. A proposal that demonstrates a good approach which is expected to meet all requirements and objectives. This approach has some strengths that will benefit the Government and any weaknesses are readily correctable with a overall low to moderate degree of risk in meeting the Government's requirements.

YELLOW - Marginal/Neutral. A proposal that demonstrates at least a minimal understanding of the requirement. The proposed approach at least minimally meets performance or capability requirements for minimal but acceptable performance. A proposal has significant weaknesses that are correctable without a major rewrite or revision of the proposal, with an overall moderate to high degree of risk in meeting the Government's requirements.

RED - Unacceptable. A proposal that contains major errors, omissions, or deficiency(ies) that indicates a lack of understanding of the requirements or an approach that cannot be expected to meet requirements or involves high risk; and none of these conditions can be corrected without a major re-write or revision of the proposal.

The following color-scheme ratings system shall be employed to evaluate Factor 3- Past Performance:

Past Performance Confidence Assessments	
Rating	Description
Blue-Substantial Confidence	Based on the offeror's recent/relevant performance record, the government has a High expectation that the offeror will successfully perform the required effort.
Green-Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the government has a reasonable expectation that the offeror will successfully perform the required effort.
Yellow-Limited Confidence	Based on the offeror's recent/relevant performance record, the government has a low expectation that the offeror will successfully perform the required effort.
Red-No Confidence	Based on the offeror's recent/relevant performance record, the government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Definitions:

Strength - an aspect of an Offeror's proposal that has merit and exceeds specified performance or capability requirements in a way beneficial to the Government.

Significant Strength – appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.

Weakness - a flaw in the proposal that increases the risk of unsuccessful performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

Deficiency - A material failure of a proposal to meet the United States Government's requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Risk assessment associated with the evaluated factor shall be categorized and identified as:

Risk Assessment Definitions:

HIGH (H) – The risk associated with the evaluated factor is likely to cause serious disruption of schedule, increase in cost, or degradation of performance even with special contractor emphasis and close Government monitoring.

MODERATE (M) - The risk associated with the evaluated factor can potentially cause some minor disruption of schedule, increase in cost, or degradation of performance. However, special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.

LOW (L) - The risk associated with the evaluated factor has little potential to cause disruption of schedule, increase in cost, or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.

13.5 Factor 1 – Technical Approach

The offeror's technical approach will be evaluated on its reasonableness, innovativeness, and ability to meet the requirements of this RFQ with minimal risk to the Government. The offeror's technical approach should demonstrate a clear understanding of the technical environment and requirements. The technical approach is for evaluation purposes only and will not be incorporated into the awarded performance based task order.

13.6 Factor 2 – Program Management

The offeror shall be evaluated on its management approach which addresses each of the requirements as listed in PBSOW. Detailed responses to each of these requirements shall provide an explanation indicating offeror's ability and proposed methodology to be utilized to meet each requirement. Responses shall not be a restatement of the requirement but shall be comprehensive, well-conceived, and include detailed approaches to accomplishing the tasks and providing the deliverables. The offeror will be evaluated on the following elements:

- Discuss methodology for managing lines of authority to include subcontractors, if any;
- Describe your understanding of the work required;
- Describe your understanding of the objectives of the PBSOW and specific tasks;
- Describe your ability to address anticipated potential problem areas;
- Describe your ability to integrate new processes and technology enhancements;
- Describe your understanding of logistics and schedule requirements;

- Describe practices and techniques it plans to employ to manage costs (to include planned versus actual expenditures) and time for the greatest economy while meeting or exceeding requirements;
- Describe your approach to risk management during the POP, including transitioning out, and the planned actions to mitigate or eliminate risks;
- Describe your transition-in Plans-As part of the plan, the contractor must address milestones considered necessary for allow risk transition of services and shall include as a minimum, the following:
  a) Provide the Government with a list of key contractor personnel with resumes
  b) Subcontractors/Teaming/Partnering agreements, if applicable
  c) Timeline for Administrative transitions (Security verifications, Common Access Card (CAA) paperwork, etc.)
  d) Establishment of Offices in the APG area as necessary

The offeror will be evaluated on their management practices for the staffing, planning, organizing, and managing of internal resources and subcontractors, to include personnel, lines of authority, tracking and reporting progress, controlling costs, controlling quality, resolving problems and integrating the requirements of the task order. The management plan will be evaluated on its overall approach for managing and implementing a feasible and practical program, and for ensuring quality in the process.

The offeror's management approach will be evaluated on its feasibility, practicability, and appropriateness in accomplishing the tasks and deliverables of the resultant task order from a program management and technical perspective.

The offeror's management plan will be evaluated to assess the application of sound management principles in the planning, organizing and managing of internal resources and subcontractors, tracking and reporting progress and costs, resolving problems and integrating multiple work direction at varying levels of complexity and scope.

The Offeror shall be evaluated based on its proposed personnel's qualifications, experience, and knowledge deemed necessary to satisfy the solicitation's requirements. The Government will evaluate the background, professional credentials, and relevant experience of personnel in performing the required tasks in other projects similar in function, scope, and complexity.

The offeror's staffing plan table will be evaluated for its completeness and relevancy, including the labor mix for Key Personnel and the experience, skill, and qualifications of the personnel proposed. The offeror will be evaluated on its approach providing the services described in the PBSOW using the mix of labor categories and distribution of level of effort identified in the its staffing plan.

13.7 Factor 3 - Past Performance

The Offeror shall be evaluated based on a narrative of past performance for three (3) projects/service contracts completed or ongoing during the past 5 years that relate to the

requirement in of this RFQ. Include points of contact and their phone numbers and titles. The prior experience information shall address and be evaluated on the following:

- Brief Description of past or on-going requirement, as to how project is similar in scope, size or consistent in scope and complexity with the work required in this PBSOW.
- Contractor's ability to estimate cost;
- Competitiveness of prices offered;
- Quality of products and services;
- Adherence to schedules;
- Effectiveness of contractor's management team;
- Response to customer requests; and
- Problem encountered, corrective actions taken and results.

The Offeror shall be evaluated on the relevancy and response of Past Performance questionnaires for three (3) projects.

Note: The completed Attachment G (Past Performance Questionnaires) can be directly submitted to the Contracting Officer as part of the offeror's quote submission.

The information presented in the Offerors' proposal, together with information from any other sources available to the Government (e.g., Past Performance Information Retrieval System (PPIRS), Government-controlled Contractor performance databases, Inspector General reports, General Accounting Office reports, newspaper articles, and references including contractual, technical, and end-user representatives), will provide the input for the evaluation of this factor.

If the Offerors have no single project that encompasses all types of past performance as

(b) (5)

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(b) (5)