



U.S. General Services Administration (GSA)  
Federal Acquisition Service (FAS)  
Assisted Acquisition Services Division (AASSD)

APEX 2, Sector 3

**Acquisition ID: 47QFWA23Q0025**

**Request for Proposal (RFP)**  
for

**SPECIAL WARFARE TRAINING WING (SWTW)**  
**INFORMATION TECHNOLOGY(IT) LIFECYCLE**

for the

**Air Education and Training Command (AETC)**

Performance Work Statement (PWS)

**GSA Schedule TBD or GWAC TBD**

TBD, 2024

NOTE: All applicable terms and conditions from the **GSA Schedule or GWAC** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule or GWAC** are applicable.

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## PART I – GENERAL INFORMATION

### 1. GENERAL INFORMATION:

This Performance Work Statement (PWS) outlines the requirements to provide successful and acceptable Special Warfare Training Wing (SWTW), Information Technology (IT) Lifecycle for the U.S. Department of Defense, Air Education and Training Command (AETC).

#### 1.1 Description of Services/Introduction:

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, non-personal services, and other items necessary to support the SWTW in providing IT Lifecycle support as defined in this Performance Work Statement (PWS) except for those items specified as Government Furnished Property and Services. The Contractor shall perform to the standards in this PWS and subsequent award.

#### 1.2 Background:

The SWTW was activated on October 17, 2018, the SWTW operates under the Air Education and Training Command (AETC). Aligned with training units in Air Force Special Operations Command (AFSOC) and Air Combat Command (ACC), SWTW plays a pivotal role in cultivating the next generation of Special Warfare (SW) operators. Special Warfare Airmen, formerly known as Battlefield Airmen, are designated Combat Arms specialists per Air Force Policy Directive 10-35. Their mission involves applying air and space power with unparalleled accuracy, responsiveness, flexibility, and persistence. These operators directly contribute to and execute air and space power functions in the forward battlespace, operating independently of established airbases. Their diverse roles include Joint Fires Integration, Special Operations, Personnel Recovery, Tactical Airlift Operations, and Special Reconnaissance. Notably, SW is the sole Air Force capability designed for surface combatant operations, distinct from traditional airbase support and logistics, and capable of unilateral operations.

#### 1.3 Non-Personal Services:

The subsequent award is a non-personal services award as defined by FAR Subpart 37.101. All Contractor personnel rendering services under the subsequent award are NOT subject to Supervision or Control by Government personnel. The Contractor shall be solely responsible for the direct supervision of its Contractor employees. The Contractor shall generate reports and other deliverables as specified by the PWS.

To counter the circumstances that infer personal services and to preserve the non-personal nature of the subsequent award, the Contractor shall adhere to the following guidelines in the performance of the task:

- The Contractor shall provide direct supervision of all subsequent award employees assigned to the task.
- The Contractor shall refrain from discussing the issues such as skill levels and hours, salaries, cost, and funding data or administrative and personnel matters affecting Contractor employees with AETC.
- The Contractor shall ensure close communication/coordination with the Government Project Manager (PM) and Contracting Officer (CO), reporting problems to the PM and CO as they occur (not waiting for a monthly meeting).
- The Contractor shall NOT permit Government officials to interview potential Contractor employees, discuss individual performance, approve leave, or work scheduling of Contractor employees, terminate Contractor employees, assist

Contractor employees in doing their jobs or obtain assistance from the Contractor in performing a Government job or task.

- The Contractor shall NOT assign Contractor personnel to work under direct Government supervision.
- The Contractor shall maintain a professional distance from Government employees.
- The Contractor shall provide Contractor employees with badges, if appropriate, identifying them as Contractors.
- The Contractor shall ensure proper communications with the Government (technical discussion and Government surveillance is okay, but the Government will NOT instruct the Contractor how to do their job).
- The Contractor shall assign a Program Manager to the subsequent award. The Program Manager or alternate should be the only one who accepts tasking from the assigned Government point of contact or alternative.
- The Government has the right to reject the finished product or result, and this does NOT constitute personal services.
- When travel is required for the performance of a task, the Contractor personnel shall only travel as directed by their Contract Management.

[End of Section Part I]

## PART II – REQUIREMENT DETAILS

### 2. REQUIREMENT DETAILS:

#### 2.1 Objectives:

The basic service objective is as follows:

- **Enhancement of Special Warfare Training Enterprise:** With a primary focus on advancing and sustaining the Air Force's Special Warfare training enterprise, the Contractor's responsibilities include supplying, supporting, and maintaining SWTW-specific applications and systems. Compliance with MAJCOM/HAF cyber and legal standards is of paramount importance in all aspects of support.
- **IT Support and Data Analysis:** To bolster the effectiveness of the SWTW, the Contractor will provide crucial IT support and management services. This includes proficient data collection and analysis, as well as tasks such as developing data tracking metrics, implementation plans for specific requirements, and the efficient management of associated administrative tasks.
- **Training Program Support:** In support of the SWTW training programs, especially the SW Candidate Course and Assessment & Selection Course, the Contractor will play a vital role by providing essential IT management and additional program support as required.

#### 2.2 Scope:

The Contractor shall provide services to support and sustain the services that include operating and maintaining both mission-critical and non-mission-critical technologies. They are responsible for delivering Government-approved psychological, physiological, and qualitative assessment instruments to detect trends, assess at-risk personnel, and provide actionable intelligence, data analytics, and training/recovery recommendations. The services aim to leverage private sector capabilities to enhance candidates' and operators' competitive advantages in training and mission environments. The Contractor will collaborate with Government units to standardize and optimize system and human performance designs, identify emerging technology solutions, and integrate technologies. Additionally, the Contractor will implement industry best practices and technologies for efficiency and cost savings, design new systems, and migrate infrastructure capabilities to meet mission requirements and improve operational efficiency. The focus includes delivering scalable system and infrastructure capabilities, facilitating Tactical Fitness and Readiness Operations program equipment integration, and capturing, tracking, and providing readiness data for Special Warfare operational units across the enterprise. The ultimate goal is the Contractor to offer Commanders at all echelons a comprehensive readiness dashboard.

This is a commercial performance-based requirement in accordance with the Federal Acquisition Regulation (FAR) Part 2.101 definition of Performance Based Services; therefore, the Government is defining the required results on a contract-by-contract basis, rather than dictating the processes which the Contractor shall use to achieve those results.

The Contractor shall support the SWTW with services located within the continental United States (CONUS).

#### 2.3 Specific Tasks:

The Government requires the specific tasks to be completed in accordance with **Part III** of this PWS as listed below.

2.4 Deliverables:

Deliverables will be specified by the Government. Format and the delivery schedule are outlined in the “**Deliverable Schedule**” and “**Performance Requirements Summary (PRS)**” in **Table One (1) and Two (2) below**. All deliverables shall be timely, accurate, legible, and complete. When a deliverable is scheduled on a Federal Holiday, the deliverable will become due the next working day following the holiday.

The Contractor shall identify all stated requirements as specified in this PWS and continue to comply with the PWS in section **2.4 (Deliverables)**, hereby incorporated by reference, unless otherwise altered as follows: Deliverables.

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<b>Table One - List of Deliverables</b>					
<b>Deliverable</b>	<b>PWS Section</b>	<b>Format (Submission)</b>	<b>Sent To</b>	<b>Planned Frequency</b>	<b>Performance Threshold</b>
Kick-Off Meeting Presentation/Agenda	Part III	Email/Power Point	Government COR, PM and CO	One time; Within ten (10) of award	100% Timely/Complete
Program Management Plan	Part III	PDF	ASSIST Collaboration	Draft-Deliver with initial solicitation submission. Final-30 business days after award	100% Timely/Complete
IT Systems Availability Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Documentation Accuracy Audit Report	Part III	PDF	ASSIST Collaboration	Quarterly, NLT the 15th of next month of the end month in the quarter	100% Timely/Complete
Annual Comprehensive Documentation Audit	Part III	PDF	ASSIST Collaboration	Annually	100% Timely/Complete
Skills Assessments Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Comprehensive Skills Evaluation Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Instructor and Student Feedback Summary	Part III	PDF	ASSIST Collaboration	NLT 10 business days of permanent positional changes	100% Timely/Complete
Client Feedback Sessions Summary	Part III	PDF	ASSIST Collaboration	Bi-Monthly	100% Timely/Complete
Risk Assessments Report	Part III	PDF	ASSIST Collaboration	Quarterly, NLT the 15th of next month of the end month in the quarter	100% Timely/Complete
IT Risk Status Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Cybersecurity Audits Report	Part III	PDF	ASSIST Collaboration	Bi-Annual	100% Timely/Complete
Compliance Checks Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Software Monitoring Report	Part III	PDF	ASSIST Collaboration	Continuous	100% Timely/Complete
Quality Assurance Checks Report	Part III	PDF	ASSIST Collaboration	Quarterly, NLT the 15th of next month of the end month in the quarter	100% Timely/Complete
Penetration Testing Report	Part III	PDF	ASSIST Collaboration	Bi-Monthly	100% Timely/Complete
Cybersecurity Compliance Checks Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Cybersecurity Audits Report	Part III	PDF	ASSIST Collaboration	Quarterly, NLT the 15th of next month of the end month in the quarter	100% Timely/Complete
Project Status Report	Part III	PDF	ASSIST Collaboration	Weekly	100% Timely/Complete
Comprehensive Project Reviews	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Project Management Audits	Part III	PDF	ASSIST Collaboration	Bi-Annual	100% Timely/Complete
Stakeholder Satisfaction Surveys	Part III	PDF	ASSIST Collaboration	Quarterly, NLT the 15th of next month of the end month in the quarter	100% Timely/Complete

All applicable terms and conditions from the **GSA Schedule TBD** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule TBD** are applicable.



Post Award Conference	Part III	Conference/Meeting	ASSIST Collaboration	Meeting Notes-Within three (3) business days after post kick off meeting	100% Timely/Complete
Progress Meetings	Part III	Conference/Meeting	ASSIST Collaboration	As required Agendas, meeting notes NLT three (3) business days after the meeting.	100% Timely/Complete
Quality Control Plan	Part III	PDF	ASSIST Collaboration	Agendas, meeting notes NLT three (3) business days after the meeting.	100% Timely/Complete
Government Property Management Plan	Appendix H	Plan/Report	ASSIST Collaboration	Within thirty (30) days of award	100% Timely/Complete

**Table Two – Performance Requirements Summary**

Performance Task	PWS Section	Performance Standard	Acceptable Quality Level	Method of Surveillance	Frequency	Applicable CPAR Factor
Comprehensive Special Warfare Support Operations	Part III	-IT Systems Availability -Accuracy of Documentation	-98% of the time, IT systems supporting physical and endurance fitness routines and operations must be available and responsive to user needs, minimizing downtime. -Documentation accuracy, including service provision records and related IT documentation, must meet a 95% accuracy threshold, reducing the risk of errors in operational records.	-Continuous monitoring through IT system logs and performance metric. -Regular audits and reviews of documentation accuracy.	-Monitored in real-time, with a monthly comprehensive analysis. - Monthly random audits with an annual comprehensive audit.	Management Quality
Security Authorization and Oversight Support Services	Part III	-IT Skills Training Effectiveness -Instructor and Student Feedback	-90% of operators must demonstrate proficiency in IT-related skills to stay calm, focused, and mentally resilient in high-stress situations, as evaluated through IT-based training modules. -85% satisfaction rate from instructors and students regarding the effectiveness of IT-related training in enhancing mental resilience during high-stress scenarios.	-Periodic skills assessments and scenario-based. -Surveys and feedback sessions.	- Monthly skills assessments with quarterly comprehensive evaluation. -Monthly surveys and bi-monthly feedback sessions.	Management Quality
Risk Management Framework Implementation Support Services	Part III	-Timely Identification and Mitigation of IT Risks -Compliance with IT Security Standards	-90% of identified IT risks must be addressed and mitigated within the specified timeframes outlined in the Risk Management Framework (RMF) guidelines. -95% compliance with established IT cybersecurity standards and protocols, ensuring that IT systems and data are secure and aligned with regulatory requirements.	-Regular risk assessments and status reports. -Periodic cybersecurity audits and checks.	-Quarterly risk assessments and monthly status reports. -Bi-annual cybersecurity audits with monthly compliance checks.	Management Quality
Quality Control, Software Sustainment, Cybersecurity Support Services	Part III	-IT Software Sustainment and Quality Assurance -Cybersecurity Effectiveness for IT Systems	-98% of IT software sustainment activities must be completed without critical issues, meeting stringent quality assurance standards to ensure the reliability of IT systems. -90% of cybersecurity measures for IT systems must be proven	-Continuous software monitoring and periodic quality assurance checks.	-Continuous monitoring with quarterly quality assurance checks.	Management Quality

All applicable terms and conditions from the **GSA Schedule TBD** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule TBD** are applicable.

			effective through regular evaluations, penetration testing, and compliance checks, ensuring a robust defense against cyber threats.	-Regular penetration testing, compliance checks, and audits.	-Bi-monthly penetration testing, monthly compliance checks, and quarterly audits.	
IT Program and Project Management Operational Support Services	Part III	-On-Time Delivery of IT Projects -IT Project Management Effectiveness	-95% of IT projects must be delivered on schedule, meeting predefined milestones and objectives to ensure timely completion of IT-related initiatives. -90% compliance with established IT project management methodologies, ensuring efficient resource allocation, risk management, and stakeholder satisfaction in the IT domain.	-Project timeline tracking and regular status reports. -Audits of project management methodologies and stakeholder satisfaction surveys.	-Weekly project status reports with monthly comprehensive reviews -Bi-annual audits and quarterly satisfaction surveys.	Management Quality Schedule

**Delivery Instructions:**

The Contractor shall furnish copies of deliverables to the appropriate Government personnel per **Table One (1) - List of Deliverables and Table Two (2) Performance Requirements Standards**. The Contractor shall provide each deliverable and performance requirement in accordance with the direction in the chart in Tables One (1) and Two (2). The deliverables are to be submitted with a cover letter, on the Prime Contractor’s letterhead, describing the contents. Concurrently, a copy of the deliverable and the cover letter shall be attached to the task in GSAs Electronic Ordering System (ASSIST 2.0). The Contractor must submit their required deliverables/reports as part of this task order through ASSIST 2.0.

**Inspection and Acceptance of Services:**

All reports and task deliverables shall be inspected, tested (where applicable), reviewed, and accepted by the Government within a reasonable period of time in accordance with FAR 52.212-4 and the acceptance criteria are set forth in **Table 1 - List of Deliverables and Table 2 - Performance Requirements Standards** in the section titled “Performance Threshold” column.

The Contractor shall only tender for acceptance those items that conform to the requirements of this task order. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of non-conforming services at no increase in the task order price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of non-conforming supplies or services. The Government will exercise its post-acceptance rights, as follows:

- Within a reasonable time after the defect was discovered or should have been discovered; and
- Before any substantial change occurs in the condition of the item unless the change is due to the defect in the item.

Only the Government Contracting Officer Representative (COR) or the designated COR alternate, the GSA Project Manager (PM) or GSA Contracting Officer (CO) has the authority to inspect, accept or reject all deliverables. The 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.

2.5 Period of Performance:

The period of performance shall be for one (1) Base Year of twelve (12) months, with four (4) twelve-month option periods for a total of five (5) contractual years. The Period of Performance is as follows:

Base Year:	2024 – 2025
Option Year One:	2025 – 2026
Option Year Two:	2027 – 2028
Option Year Three:	2028 – 2029
Option Year Four:	2030 – 2031

2.6 Place of Performance:

The services shall be performed primarily at the Government facility located at U.S. Joint-Base San Antonio – Lackland Chapman Training Annex located in San Antonio, TX. The primary locations where services will be performed at the U.S. Joint Base San Antonio – Lackland Chapman Training Annex – San Antonio, Texas are: Human Performance Center - Building #98; Building #150; Building #5570; and Chaparral Pool. Additionally, the Contractor shall perform services at the 351 Special Warfare Training Squadron at the U. S. Air Force Base in Kirtland, New Mexico, 352 Special Warfare Training Squadron at the U.S. Air Force Base in Pope AFB, North Carolina, 353 Special Warfare Training Squadron, JBSA Lackland, San Antonio, Texas and the U.S. Naval Diving and Salvage Training Center (NDSTC) located in Panama City, Florida.

The Contractor shall have an existing presence and qualified personnel IAW this PWS located in U.S. Joint-Base San Antonio – Lackland Chapman Training Annex located in San Antonio, TX. The primary locations where services will be performed at the U.S. Joint Base San Antonio – Lackland Chapman Training Annex – San Antonio, Texas are: Human Performance Center - Building #98; Building #150; Building #5570; and Chaparral Pool. Additionally, the Contractor shall perform services at the 351 Special Warfare Training Squadron at the U. S. Air Force Base in Kirtland, New Mexico, 352 Special Warfare Training Squadron at the U.S. Air Force Base in Pope AFB, North Carolina, 353 Special Warfare Training Squadron, JBSA Lackland, San Antonio, Texas and the U.S. Naval Diving and Salvage Training Center (NDSTC) located in Panama City, Florida or within ten (10) miles of these areas, prior to award of the subsequent task order. If the Contractor does NOT have a presence located U.S. Joint-Base San Antonio – Lackland Chapman Training Annex located in San Antonio, TX. The primary locations where services will be performed at the U.S. Joint Base San Antonio – Lackland Chapman Training Annex – San Antonio, Texas are: Human Performance Center - Building #98; Building #150; Building #5570; and Chaparral Pool. Additionally, the Contractor shall perform services at the 351 Special Warfare Training Squadron at the U. S. Air Force Base in Kirtland, New Mexico, 352 Special Warfare Training Squadron at the U.S. Air Force Base in Pope AFB, North Carolina, 353 Special Warfare Training Squadron, JBSA Lackland, San Antonio, Texas and the U.S. Naval Diving and Salvage Training Center (NDSTC) located in Panama City, Florida or within ten (10) miles of these areas, the Government will NOT reimburse the Contractor for relocation of its operations or any travel, or any other Contractor related

expenses to perform services or attend meetings for the subsequent task order in the U.S. Joint-Base San Antonio – Lackland Chapman Training Annex located in San Antonio, TX. The primary locations where services will be performed at the U.S. Joint Base San Antonio – Lackland Chapman Training Annex – San Antonio, Texas are: Human Performance Center - Building #98; Building #150; Building #5570; and Chaparral Pool. Additionally, the Contractor shall perform services at the 351 Special Warfare Training Squadron at the U. S. Air Force Base in Kirtland, New Mexico, 352 Special Warfare Training Squadron at the U.S. Air Force Base in Pope AFB, North Carolina, 353 Special Warfare Training Squadron, JBSA Lackland, San Antonio, Texas and the U.S. Naval Diving and Salvage Training Center (NDSTC) located in Panama City, Florida areas.

Primarily all Contractor support will be performed at the Government's facility located in U.S. Joint-Base San Antonio – Lackland Chapman Training Annex located in San Antonio, TX. The primary locations where services will be performed at the U.S. Joint Base San Antonio – Lackland Chapman Training Annex – San Antonio, Texas are: Human Performance Center - Building #98; Building #150; Building #5570; and Chaparral Pool. Additionally, the Contractor shall perform services at the 351 Special Warfare Training Squadron at the U. S. Air Force Base in Kirtland, New Mexico, 352 Special Warfare Training Squadron at the U.S. Air Force Base in Pope AFB, North Carolina, 353 Special Warfare Training Squadron, JBSA Lackland, San Antonio, Texas and the U.S. Naval Diving and Salvage Training Center (NDSTC) located in Panama City, Florida or within ten (10) miles of these areas as referenced in the individual task order. The Contractor's personnel will NOT report to Government facilities to work nor remain at their work locations any time the Government is unexpectedly required to close their offices. The Contractor will NOT be compensated for the unexpected or expected office closures. The Contractor is responsible for notification to all Contractor's staff during times of office closures. If the mission allows, the Contractor may telework at another approved location, with the written approval of the on-site COR.

#### 2.6.1 Telework:

To meet the requirements in this PWS and at the Government's discretion, the Contractor may authorize employees to telework. Telework may be authorized; however, the official place of performance remains at the place of performance as stated above.

The Contractor shall define all Contractor policies and procedures for implementing and managing the telework program. The Contractor shall include a plan to monitor telework employees and the tasks performed in the submitted Quality Control Program (QCP). The QCP along with any changes/updates must be pre-approved, in writing, by the Government COR and PM prior to implementation.

#### 2.6.2 Emergency Situations:

The Contractor shall activate its individual contingency operation plans immediately after the Contractor or Government has determined that an emergency situation has occurred, shall be operational within twelve (12) hours of activation and shall be sustainable until the emergency situation is resolved, and normal conditions are restored, or the task orders terminated, whichever comes first. In case of a life-threatening emergency, the COR shall immediately contact the Contractor's Contract Manager or PM to ascertain the status of any Contractor personnel who were in Government controlled space affected by the emergency.

When any disruption of normal, daily operations occurs, the Contractor's Contract Manager or PM shall promptly open an effective means of communication and verify, the following, but not limited to:

- Key points of contact (Government and Contractor).
- Temporary work locations (alternate office spaces, telework, virtual offices, etc.).
- Means of communication available under the circumstances (e.g., email, webmail, telephone, FAX, courier, etc.).
- Essential work products expected to continue production by priority; and
- The Contractor's Contract Manager or PM, in coordination with the COR, must make use of the resources and tools available to continue the contracted functions to the maximum extent possible under emergency circumstances. The Contractor must obtain written approval from the COR and CO prior to incurring costs over and above those allowed for under the terms of this task order. Regardless of task order type and work location, Contractors performing work in support of authorized tasks within the scope of their task order shall charge those hours accurately in accordance with the terms of this task order.

2.7 Quality Control (QC), if applicable:

The Contractor shall develop and maintain an effective Quality Control Plan (QCP) to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The Contractor's Quality Control Program shall ensure all work complies with the requirement of the task order. After acceptance of the Quality Control Plan the Contractor shall obtain the CO's acceptance, in writing, of any proposed change to his QC system.

2.8 Quality Assurance (QA):

The Government will evaluate the Contractor's performance under this task order in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

2.9 Federal Holidays:

The following Federal holidays are observed by the Government and will affect the Contractor's ability to access Government's facilities or Government personnel:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth National Independence Day	Independence Day

There may be a possible day before or after Christmas declared as a holiday or other days designated as holidays and it will affect access, depending on a Presidential Executive Order. In this case, the Contractor shall observe and follow the Federal Holiday process for this day, as the Federal Holidays mentioned above.



NOTE: The Contractor shall NOT direct bill for holidays, sick days, vacation, etc., these costs are included in the **FULLY BURDENED Firm Fixed Price (FFP) and Time & Materials (T&M)** rates awarded under the basic task order rates.

2.10 Hours of Operation:

The Contractor is responsible for conducting business, during the CORE Business Hours of 9:00 A.M. - 3:00 P.M., EST, Monday thru Friday except Federal holidays or when the Government facility is closed due to Local or National emergencies, administrative closings, unscheduled Federal holidays, or similar Government directed facility closings. The Contractor shall not begin work before 6:00 A.M., EST and shall NOT end later than 6:30 P.M., EST, including a 30-minute lunch break. For other than FFP and T&M task orders, the Contractor will NOT be reimbursed when the Government facility is closed for the above reasons. The Contractor must always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is NOT closed for the above reasons. When hiring personnel, the Contractor shall consider the stability and continuity of the workforce as essential.

The Contractor will coordinate with the COR as necessary to adjust work schedules and make necessary accommodations during facility closure or interruption to complete work in accordance with the PWS.

2.11 Type of Contract:

The Government intends to award a hybrid task order to include both FFP and T&M. The Government intends the task order to be performance based and a commercial task order.

2.12 Security Requirements:

The Contractor personnel performing work under this task order must have a Federal Information Security Management Act (FISMA) of 2014 Compliance. The FISMA compliance is access through annual accreditation and certification as required by Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) governed by Department of Defense Instruction 8510.01, dated March 12, 2014.

The Contractor shall provide Information Assurance/Security training for all personnel working under this PWS and subsequent task order IAW DoDD 8570.01, DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2 and other local regulations associated with the use of DoD network and associated information systems utilized for performance of the PWS and subsequent task order.

This requirement must be met on any procurement, IT, PS, etc., where the Contractor will have access to Government electronic information. To satisfy this requirement, GSA requires the FISMA point of contact for the client agency that is responsible for maintaining their annual FISMA accreditation and certification:

**Table 3: Agency official for FISMA compliance below:**

<b>POC - Name</b>	Justin Collier
<b>Office Symbol</b>	SWTW/A3/COR
<b>Address</b>	1020 Apollo Drive
<b>City, State, Zip</b>	San Antonio, TX 78236
<b>Telephone #</b>	210-671-4633

<b>Fax #</b>	N/A
<b>Email</b>	justin.collier@us.af.mil

#### 2.12.1 Required Security Reporting:

The Contractor shall notify the COR, in writing, of all terminations/resignations etc., of its employees within five (5) days of occurrence. The Contractor will return any expired Government issued identification cards/credentials and building passes, or those of terminated employees to the COR, within thirty (30) days after its employee departure. If the Government issued identification card or building pass is NOT available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card within thirty (30) days after its employee departure. The COR will return the identification cards and building passes in accordance with facility policies. Failure to return or provide a report on missing or lost Government issued identification card or building pass, may result in delay of payment of the Contractor's final invoice.

The Contractor shall provide a written detailed report of any adverse information related to Contractor personnel to the GSA CO, as soon as possible. The report shall contain detailed and relevant information. The subsequent termination of employment of an employee does NOT preclude the requirement to submit this report.

The Contractor shall provide, through the COR, an annual report or as changes occur containing the names of personnel who are active, pending hire, have departed within the quarter, or have had a legal name change (submitted with documentation).

The Contractor is required to report certain events that have an impact on the status of the facility clearance (FCL) and/or the status of the Contractor employee's personnel security clearance as outlined by National Industrial Security Program Operating Manual (DOD 5220.22-M) Chapter 1-3, Reporting Requirements. The Contractor shall establish internal procedures as are necessary to ensure that cleared personnel are aware of their responsibilities for reporting pertinent information to the Facility Security Officer and other federal authorities as required. CORs will ensure reports are included in COR files.

#### 2.12.2 Physical Security:

The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured. No GFP shall be provided in support of this requirement.

#### Contractor Access to Government Installations:

The Government COR will arrange for access to all necessary military installations. The Contractor shall identify and coordinate base identification and vehicle passes required for all Contractor personnel who make frequent visits to or perform work cited in this PWS and subsequent task order. The Contractor personnel are required to wear or prominently display installation identification badges or Contractor-furnished, Contractor identification badges while visiting or

performing work on the installation. The Contractor shall submit a written request on company letterhead to the COR listing the following: Task Order number, location of work site, start and stop dates, and names of employees and Subcontractor employees needing access to the base at least 30 days prior to the planned training dates. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The COR will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized Contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional requirements to comply with local security procedures to obtain a vehicle pass. Upon completion or termination of the subsequent task order or expiration of the identification passes, the Prime Contractor shall ensure that all base identification passes issued to employees and Subcontractor employees are returned to the issuing office.

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 Government efficiency, reduce identity fraud, and protect personal privacy by establishing a mandatory, 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. The policy can be found at the following website:

<https://www.dhs.gov/homeland-security-presidential-directive-12>

In performance of services under this task order, the Contractor shall insure all its personnel who require physical access to federally controlled facilities and access to federally controlled information systems by January 27, 2022, have been issued identification in compliance with HSPD-12 policy. In their solicitation response packages, the Contractor shall confirm they will comply with the Government's identification procedure that is implementing HSPD-12 policy.

The Security/Identification point of contact for the client agency that is responsible for implementing their HSPD-12 compliant policy is:

**Table 4: Agency official for HSPD-12 compliance below:**

<b>POC - Name</b>	Justin Collier
<b>Office Symbol</b>	SWTW/A3/COR
<b>Address</b>	1020 Apollo Drive
<b>City, State, Zip</b>	San Antonio, TX 78236
<b>Telephone #</b>	210-671-4633
<b>Fax #</b>	N/A
<b>Email</b>	justin.collier@us.af.mil

All costs associated with obtaining necessary clearances shall be borne by the Contractor. The Contractor shall NOT employ persons on this task order if such



employees are identified to the Contractor by the Government as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population.

The Contractor shall prepare and deliver a Physical Security Plan. The Contractor Physical Security Plan shall describe how the Contractor shall prevent unauthorized access, vandalism, pilferage, larceny, sabotage, and arson of Government Furnished Facilities, Equipment and Property, and Automated Data Processing Systems. The Contractor shall adhere U.S. Joint-Base San Antonio – Lackland Chapman Training Annex located in San Antonio, TX. The primary locations where services will be performed at the U.S. Joint Base San Antonio – Lackland Chapman Training Annex – San Antonio, Texas are: Human Performance Center - Building #98; Building #150; Building #5570; and Chaparral Pool. Additionally, the Contractor shall perform services at the 351 Special Warfare Training Squadron at the U. S. Air Force Base in Kirtland, New Mexico, 352 Special Warfare Training Squadron at the U.S. Air Force Base in Pope AFB, North Carolina, 353 Special Warfare Training Squadron, JBSA Lackland, San Antonio, Texas and the U.S. Naval Diving and Salvage Training Center (NDSTC) located in Panama City, Florida and U.S. Air Force regulations. The Contractor shall implement the Physical Security Plan upon approval of the COR. The Contractor shall provide storage and accountability of unit owned training equipment while the unit is in residence. The Contractor shall coordinate and ensure the provision of security badges to allow Contractor personnel access to designated workspaces. The Contractor shall comply with the security requirements, abide by direction given by Military Police or security personnel, and adhere to installation traffic laws. The Contractor shall include in the Physical Security Plan, a provision to seize access badges and CAC cards from Contractor employees at task order completion or when employment is terminated.

The Contractor shall return issued CACs, installation badges, and access passes to the COR when the contract is complete or when a Contractor employee no longer requires access to the installation or facility.

IAW DFARS Part 211.106 Contractor employees shall identify themselves as Contractor personnel and shall display Contractor badges or other identification for meetings with Government personnel.

Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

The Contractor shall ensure third party Contractors have complied with personnel identity verification procedures and have obtained access badges and passes in accordance with facility regulations and that these badges and passes are obtained in advance so as not to delay the accomplishment of contracted services. The Contractor shall ensure Third party Contractors are accompanied by an authorized Contractor escort at all times while in the work areas covered by the scope of the subsequent task order.

#### 2.13 Post Award Conference/Periodic Progress Meetings:

The Contractor shall attend any post award conference convened by the contracting activity or task order administration office in accordance with FAR Subpart 42.5. The GSA CO, GSA PM, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the CO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

2.13.1 Post-Award Orientation Conference:

The Contractor shall participate in a post-award conference for the purposes of making introductions, coordinating security requirements, discussing schedules, prioritizing PWS requirements and providing details regarding the transition of work requirements from the incumbent Contractor.

The Contractor shall commence work on the first day of the period of performance. The Post Award Orientation Conference shall occur within seven (7) days after award. Attendance by the Contractor shall be at no additional (direct) cost to the Government.

2.14 Contracting Officer Representative (COR):

The COR monitors all technical aspects of the task order and assists in Contract Administration. The COR will be identified via a separate delegation letter. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially about changes in cost or price, estimates or changes in delivery dates. The COR is NOT authorized to change any of the terms and conditions of the task order or changes to the requirements of the PWS. Any modification to the PWS or task order, will be done through written task order modification by the CO.

2.15 Key Personnel and Other Required Labor Categories:

This is a performance based commercial FFP and T&M task order issued in accordance to FAR 16.5. FFP and T&M task order types are defined under FAR 16.6, FFP, T&M and other applicable agency-specific regulatory supplements. The Contractor shall possess the necessary training, qualifications, experience, and clearances to accomplish all tasks identified in this PWS. The Government will accept minimal tradeoffs between education, experience, or skills, which may be accepted on a case-by-case basis as recommended by the Government. In addition to the Personnel Qualifications listed below, the Contractor's organization itself must have been in business for a minimum of **three (3) years**, prior to award of the task order. In addition to the organizational experience, the Contractor shall have specific SWTW experience, as described in this PWS, with a U. S. Federal Government Agency, for a minimum of at least **three (3) years** prior to award of the task order.

The Contractor may have access to classified information or equipment IAW **DD Form 254** which will be incorporated after award but prior to access of classified information. The Contractor shall ensure that Contractor employees providing

classified support to equipment in the performance of their duties possess a **Secret DoD clearance**.

All Contractor personnel shall pass a National Agency Check plus Written Inquiries (NACI) or equivalent National Security clearance with Local Agency Checks including Credit Check (NACLC), IAW DoD 5200-08-R, DTM-08-003, and DTM-08-006 prior to working under this PWS and subsequent task order. All Contractor personnel working under the subsequent task order, shall have at least a “**Secret Security Clearance**”. The Contractor shall provide personnel with the ability to obtain a **Secret Security Clearance** to meet mission requirements. A **DD254** is required for this PWS and subsequent task order. The security requirements are in accordance with the attached **DD254**.

Only those Contractors that meet the required **Secret Security Clearance** levels are eligible to compete for the subsequent task order. In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from Contractors and instead charge customer agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. Any tailored or additional security requirements shall be stipulated at the subsequent task order level.

The Contractor’s employees must have demonstrated applicable experience in the areas for which they are considered and will perform under this PWS. The Contractor shall provide a single fully burdened rate for each labor category which will be charged no matter if the Prime Contractor or a Subcontractor is to perform the work. This will be a FFP and T&M type task order. The FFP CLINs will be fully funded and the T&M CLINs will be incrementally funded award through the entire Period of Performance of the contract.

There will be a total of seven (7) required Labor Categories (LCATs) under this PWS. The following personnel are considered “Key Personnel” by the Government:

- Program Manager (IT)
- SWOLE Builder
- SWTW Information Systems Security Officer
- SWOLE Database Administrator

Below are job descriptions and qualifications for the Key Personnel that will be required for the effort throughout the term of the task order:

**Program Manager:**

The Program Manager shall coordinate and monitor the scheduling, pricing, and technical performance of all the Contractor programs. Ensures adherence to master plans and schedules, develops solutions to program problems, and directs work of incumbents assigned to program from various departments. Ensures projects are completed on time and within budget. Acts as advisor to program team regarding projects, tasks, and operations. Requires a bachelor's degree and at least 5 years of

experience in the field or in a related area, or degree is waiver able with an additional four (4) years of experience. Familiar with standard concepts, practices, and procedures within a particular field. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. A certain degree of creativity and latitude is required. The Program manager ensures access, data use management, security measures are adhered to by those who have access. Will require both technical level experience and ability to interface with all levels of users. This position will also require user support as needed. Specific Program Manager duties shall include, but are not limited to the following:

- Act as an Advisor to Program Team regarding projects, tasks, and operations.
- Ensures projects are completed on time and within budget.
- Ensures adherence to master plans and schedules, develops solutions to program problems, and directs work of incumbents assigned to program from various departments.
- Member role/responsibility creation. Shall have the ability to instantly revoke a person's role or responsibility within the database upon the Government's recommendation. Document network- related activities or tasks. Conduct system tuning, performance monitoring and database maintenance.
- Shall have the ability to instantly revoke a person's role or responsibility within the database upon the Government's recommendation.
- Document network- related activities or tasks.
- Conduct system tuning, performance monitoring and database maintenance.
- Develop reports and custom requests for users regarding.
- Assist Administrator with application and user support when needed.
- Assist Administrator in the testing of programs or databases, correct errors, and make necessary modifications.
- Modify existing databases and management systems or direct programmers and analysts to make changes.
- Plan, coordinate and implement security measures to safeguard information in computer systems against accidental or unauthorized damage, modification, or disclosure.
- Specify users and user access levels for each segment of database.
- Develop standards and guidelines to guide the use of software and to protect vulnerable information.
- Review procedures in database management system manuals for making changes to database.
- Train users and answer questions.

#### Qualifications:

The Program Manager shall have at least a Bachelor's Degree from an accredited academic institution recognized by the U.S. Department of Education in one or more of the following disciplines in Computer Science, Information Technology, Business Administration, or a related field. The Program Manager shall have a minimum of eight (8) to ten (10) years of relevant experience in IT Program Management experience working under a similar project as described in this PWS. In lieu of the eight (8) to ten (10) years of similar project experience, the Program

Manager may have a Master's Degree from an accredited academic institution recognized by the U.S. Department of Education, in one or more of the following disciplines in Computer Science, Information Technology, Business Administration, or a related field, with up to a minimum of four (4) years of experience working under a similar project as described in this PWS.

**Additional Skills:**

The Program Manager shall have proven experience in managing complex IT projects and programs. Strong understanding of IT infrastructure, systems, and software development life cycle. Previous experience in a leadership or managerial role. In-depth understanding of Project Management methodologies and tools. Strong grasp of IT Governance, Risk Management, and Compliance. Familiarity with industry best practices and emerging technologies. Exceptional Leadership and Team Management skills. Excellent communication and interpersonal skills. Strong problem-solving, decision-making abilities and budget development and management skills. Proven ability to align IT programs with organizational goals.

**Contract Manager:**

The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the Program Manager is absent shall be designated in writing to the Contracting Officer. The Contract Manager or alternate shall have full authority to act for the Contractor on all task order matters relating to daily operation of this task order. The Contract Manager or alternate shall be available between 8:00 AM to 4:30 PM CST, Monday thru Friday except Federal holidays or when the Government facility is closed for administrative reasons.

Serves as Principal Contract Manager for large, complex programs. Contributes knowledge of applicable Federal, State and Local laws, regulations and guidance. Communicates effectively with Contracting officials, customers, employees, and subcontractors to organize and effectively manage complex projects. Ensures all Contractor activities are in compliance with laws, regulations, and relevant contracts. Oversees internal and external invoicing and is responsible for cost management and overall controls relating to contracts and supporting business activities. Aid in the negotiation of contracts and contractual changes and coordinating preparations of proposals, plans, specifications, and financial conditions of contracts. Coordinate resource procurement activities. Participate in negotiations with offerors, outsourcers, and contractors to secure equipment, software products and services.

**Qualifications:**

The Contract Manager shall have at least a Bachelor's Degree from an accredited academic institution recognized by the U.S. Department of Education. The Contract Manager shall have ten (10) years of experience working under a similar project as described in this PWS. Or the Contract Manager shall have a Master's Degree from an accredited academic institution recognized by the U.S. Department of Education, with up to four (4) years of experience working under a similar project as described in this PWS.

**Project Manager (IT):**

The Contractor shall provide a Project Manager (IT) that is capable of working



with Technology and Operations stakeholders to define and establish project objectives, scope, roadmap, milestones, and deliverables as applicable and aligned to delivery strategy for the SWTW and its strategic goals where it relates to an A6/A9 capacity per the requirements of this PWS and subsequent award. The Project Manager shall have experience and knowledge in the Cybersecurity domain with familiarity with Information Security Systems, Authority to Operate (ATO) processes, and Approved Product Lists (APLs), wearable technology, and other IT initiatives where it relates to SWTW and Human Performance per the requirements of this PWS and subsequent award. The Project Manager shall produce well-defined technical delivery plans that outlines key project activities, their sequence and delivery timelines per the **Table One (1) - List of Deliverables** and **Table Two (2) Performance Requirements Standards** of this PWS. The Project Manager shall ensure collaboration across administrative, legal and technology groups to agree optimum technical solutions aligned to the Technical Strategy of the requirements of this PWS and subsequent award. The Project Manager shall have driving discussions to socialize technical design and integration approaches with cross impacted dependent applications per the requirements of this PWS. The Project Manager shall manage and track project tasks and activities to ensure performance and delivery against plan including identifying and managing critical dependencies and coordinating with key stakeholders to address issues as applicable and required in order to ensure the delivery of project objectives and deliverables per the **Table One (1) - List of Deliverables** and **Table Two (2) Performance Requirements Standards** of this PWS. The Project Manager shall ensure Project reporting is up to date and communicated at the appropriate level to stakeholders with project scorecards per the **Table One (1) - List of Deliverables** and **Table Two (2) Performance Requirements Standards** of this PWS. The Project Manager shall lead regular working group sessions with key stakeholders within technology, administrative, legal and groups to identify and track actions effectively to support the plan per the requirements of this PWS and subsequent award. The Project Manager shall understand proposed design solutions; challenging decisions where they are non-strategic or have cross impacts and drive them to conclusion; liaising with stakeholders within and outside your line of business per the requirements of this PWS and subsequent award. The Project Manager shall:

- Risk Management: Collaborating, identifying and tracking all dependencies and risks (technical and non-technical) and exploring mitigation strategies aligned to delivery plan.
- Demand Management: Ensuring demand requests are raised, prioritized and resources secured and manage the delivery life cycle. Escalating where necessary, providing all information required for senior management to make prioritization decisions. Responsible for end-to-end process.
- Infrastructure / Environment: Ensuring necessary infrastructure and environments are sourced, setup and made available to support various iterations of testing.
- Testing: Ensuring testing approach is agreed and resources secured from technology, administrative and legal departments as well as managing the process and resolution of blockers, issues, risks, dependencies and bottlenecks.
- Overseeing “Go-Live” preparations, including creating activity checklists,

runbooks and managing post implementation activities collaboratively with stakeholders.

- Ensuring project documentation are complete, current, and stored appropriately.

**Qualifications:**

The Project Manager shall have at least a Bachelor's Degree from an accredited academic institution recognized by the U.S. Department of Education in one or more of the following disciplines in Computer Science or a related field. The Project Manager shall have a minimum of six (6) to eight (8) years of relevant experience in IT Program Management experience working under a similar project as described in this PWS. In lieu of the six (6) to eight (8) years of similar project experience, the Project Manager may have a Master's Degree from an accredited academic institution recognized by the U.S. Department of Education, in one or more of the following disciplines in Computer Science or a related field, with up to a minimum of two (2) years of experience working under a similar project as described in this PWS.

**Additional Skills:**

The Project Manager shall have proficiency in Project Management methodology and tools. Familiarity with Project Management software and collaboration tools. Excellent organizational and time management skills. Effective communication and stakeholder management skills. Ability to create and manage project plans, timelines, and resources. Experience in risk management and problem-solving. Capability to lead cross-functional teams and drive project success.

The Contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the CO. Prior to utilizing other than personnel specified in the Contractor's response to the task order, the Contractor shall notify the CO and the COR of the existing task order. This notification shall be no later than five (5) calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s) in sufficient detail to permit evaluation of the impact on task order performance. Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. All substitute personnel must be oriented and trained for task order performance at the Contractor's expense.

**Other Required Labor Categories:**

The following personnel are NOT considered "Key Personnel" by the Government, but are needed to perform successfully under this PWS and subsequent task order and considered "Other Required Labor Categories":

**Special Warfare Operator Lifecycle Enterprise (SWOLE) Database Administrator:**

The SWOLE Database Administrator shall administer, test, and implement computer databases, applying knowledge of database management systems. SWOLE Database Administrator will require both technical level experience and ability to interface with all levels of users. SWOLE Database Administrator will require user support as needed. Specific SWOLE Administrator duties shall include, but are not limited to the following:

- Ensure the data management system meets all Privacy Act, HIPAA and

PII requirements and can be compartmentalized, subsequently ensuring controlled roles and responsibilities.

- Ensure data management capabilities are adaptable and able to flex with changing and evolving needs.
- Ensure the data management system can send actionable alerts to personnel identified by the Government.
- Troubleshoot issues with computer applications, equipment, or systems.
- Resolve computer network and software problems.
- Provide technical support for equipment issues.
- Collaborate with others to resolve technology issues.
- Create electronic data backup to prevent loss of data.
- Identify information technology project resource requirements.
- Review workflow charts developed by programmer analyst to understand tasks computer will perform, such as updating records.
- Identify and evaluate industry trends in database systems to serve as a source of information for upper management.
- Front-end crafting a data model describing data elements and how they are used, following procedures, and using pen, template, or computer software.
- Implement methods for integrating different products so they work properly together such as customizing commercial databases to its specific needs.
- Select and enter codes to monitor database performance and to create production database.

**Qualifications:**

The SWOLE Database Administrator shall possess; a Bachelor of Science (B.S.) or Bachelor of Administration (B.A.) in Data Management, Business Administration (Info Systems), Computer Science or Computer Engineering, with two (2) or more years of professional experience or an internship; six (6) years of equivalent experience creating and maintaining comprehensive databases; Standard knowledge in MS Office Suite - Outlook, Word, and Power Point and intermediate in Excel; Experience in managing multiple projects simultaneously; Leadership and people management skills; Administrative and multitasking skills; Working with scientists, providers, and other medical personnel; Creating and maintaining comprehensive databases; Managing workplace/team environment, including training, logistics, administration, and transportation functions; Proficient understanding and working knowledge of computers, email, voicemail, and telephone systems; Effective communication skills (both written and verbal); and Problem-solving and decision-making abilities.

**SWOLE Builder:**

The SWOLE Builder shall draft specifications for moderately complex software programming applications and modifies/maintains the existing software. The SWOLE Builder will develop, modify, and maintain applications that the Contractor or the Government may be customized or standardized. As such, the SWOLE Builder will be located with end user at each of the training organizations within the SWTW (350 SWTS, 351 SWTS, 352 SWTS, and 353 SWTS, and SWTG). The SWOLE Builder will maintain, and repair equipment issued. This SWOLE Builder will participate in design (design of the End User Dashboard) and



coding activities with other staff members. Specific SWOLE Builder duties shall include, but are not limited to the following:

- Utilize advanced visualization tools to create and present clear visual representations of software applications, facilitating communication and alignment with training squadrons (350 SWTS, 351 SWTS, 352 SWTS, and 353 SWTS and SWTG) on specifications and modifications.
- Will use algorithm development to enhance the functionality and performance of applications, ensuring these meet the specific needs of customized or standardized software.
- Will manage the scaling of software systems to accommodate user growth and operational demands at the training squadron locations, ensuring seamless integration and continuous performance enhancement.
- Implement and test new software programs working on site at the following training squadrons: 351 Kirtland AFB, NM, 352 Pope AAF, NC, 353 Chapman Annex, Lackland AFB, TX, and 350 at Lackland AFB, TX.
- Clearly and regularly communicate with management and technical support colleagues.
- Designing and updating the software database, ensuring functionality and compliance across several components. Software Applications: enhance applications to meet both custom and standardized needs. Web Sites; build and improve web interfaces for optimal user and data interaction. Data Communication Processes; develop secure and efficient data exchange protocols. User Interfaces; create intuitive and responsive user interfaces. Test, maintain and recommend software improvements to ensure strong functionality and optimization.
- Independently install, customize, and integrate commercial software packages. The SWOLE Builder needs to be able to update and install the commercial software packages on the system to ensure the program is functioning.
- Facilitate root cause analysis of system issues. The SWOLE Builder will maintain the Smartabase system and its architecture.
- Work with experienced team members to conduct root cause analysis of issues, review new and existing code and/or perform unit testing.
- Identify ideas to improve system performance and impact availability.
- Resolve complex technical design issues within the Smartabase platform.
- Advise on the creation of technical specifications and plans on the SWOLE database.
- Analyze user requirements and convert requirements to design documents.
- Make good technical decisions that provide solutions to business challenges.
- Ensure data input and output is possible on commercial mobile and desktop platforms as well as on Government operating systems. Ensure that the front-end site allows input and output of data from the Smartabase system to the commercial mobile devices, along with being able to access on the NIPR platform.
- Demonstrate the ability to track routine training and evaluations, to include physical and psychological assessments.
- Provide a data management platform that enables Recruiters, Field Developers, candidates, operators, coaches, instructors, Phase II leaders and supervisors the ability to add notes into the database. The Contractor

shall ensure identified and approved personnel have access to these notes. The Builders will need to provide the GUI to enable and help facilitate the personnel mentioned.

- Ensure the ability to capture and manage data associated with A&S courses such as CRO and STO Phase IIs in accordance with career field leader requirements.
- Ensure the data management system has the ability to track candidates in Prep and A&S in order to send alerts Government identified personnel when candidates drop out of the system.
- Able to evolve with the Government as requirements and technology changes.
- Provide initial skills and ongoing training to data management system users.
- Demonstrate the ability to upload training in the data management system. This function shall be flexible and adaptable as training programs change and evolve.
- Designs/codes applications following specifications using the appropriate tools.
- Maintains and modifies existing applications without supervision as well as under direction from senior staff members.
- Performs maintenance programming for existing version.
- Performs custom programming at customer request.
- Assumes responsibility for ongoing data architecture for product.
- Issue equipment to students and faculty as necessary.

**Qualifications:**

The SWOLE Builder shall possess a Bachelor of Science (B.S.) or Bachelor of Administration (B.A.) in one of the following: Computer Science, Information Technology, field of Statistics, Human Performance, Mathematics, Computer Programming, Data Management; two (2) years of equivalent experience coding program design; Proven experience as a Database Technician or in a similar role; Relevant certifications in database management (e.g., Oracle Certified Associate, Microsoft Certified: Azure Database Administrator Associate); Strong command of SQL and experience in writing complex queries; Knowledge of stored procedures, triggers, and other database objects; Capability to identify and resolve database-related issues; Experience in diagnosing and addressing performance bottlenecks; Ability to integrate databases with other systems and applications; Familiarity with data migration and integration strategies; Proficient in creating and maintaining comprehensive technical documentation; Ability to document database architectures, processes, and procedures; Any specialized training deemed necessary by contract for software.

**Information System Security Officer:**

The Contractor's Information System Security Officer (ISSO) shall provide oversight for the establishment, implementation and adherence to policies and standards that guide and support the terms of the information security strategy.

The ISSO shall provide risk management activities that assure an acceptable level of risk for the organization/project. The ISSO shall produce DoD Risk Management Framework (RMF) packages. The ISSO shall manage the information security incident management program to ensure the prevention,

detection, containment and correction of security breaches. The ISSO shall act as a lead participant in the resolution of problems concerning security violations. The ISSO shall manage the information security incident management program to ensure the prevention, detection, containment and correction of security breaches. The ISSO shall act as a lead participant in the resolution of problems concerning security violations. The ISSO shall use knowledge of system and network information protection operations, network protocol analysis, computing systems and security applications design, network design and infrastructure maintenance: Evaluates computer and network hardware and software. The ISSO shall troubleshoot network and hardware problems for technical and administrative information security recommendations. The ISSO shall perform general administration of computing infrastructure. The ISSO shall assist with the implementation and operation of security tools.

**Qualifications:**

The Information System Security Officer shall possess a Bachelor of Science (B.S.) or Bachelor of Administration (B.A.) in one of the following: Cybersecurity, Information Technology, or related field; five (5) to seven (7) years of experience in IT security; In-depth knowledge of cybersecurity principles and practices; Proficiency in security tools and technologies; Incident response and risk management skills; Ability to design and implement effective security measures; Experience with DoD Information Assurance (IA) policies and procedures. These are the cyber policies and guidance that are established at the DOD level: [Policy and Guidance – DoD Cyber Exchange](#); Experience creating DOD RMF packages and associated work products; Shall be DoD 8570.01 IAM II certified and compliant:

[https://public.cyber.mil/policies-guidance/?policy\\_topics=department-of-defense-dod-level-policy-references](https://public.cyber.mil/policies-guidance/?policy_topics=department-of-defense-dod-level-policy-references)).

**IT Equipment Control Administrator:**

The Contractor's IT Equipment Control Administrator shall manage in-house machines, devices, computer software systems and connectivity of equipment listed in the contract network connections to ensure high levels of availability and security of the supported business applications. The IT Equipment Control Administrator will participate in the planning and implementation of policies and procedures to ensure system provisioning and maintenance that is consistent with company goals, industry best practices, and regulatory requirements. The specific Equipment Control Administrator duties shall include, but are not limited to the following:

- Ensure proper systems acquisition, maintenance, and sustainment.
- Responsible for comprehensive accounting for Technical equipment and kits purchased, in use and in maintenance.
- Responsible for monitoring everything from lease contracts, licensing to warranty information and will be responsible for safeguarding the Government approved equipment items and kits.
- Provide a customer support mechanism to the Government and equipment system users.
- Operate enterprise mobile device management software applications.
- Manage LTE/Satellite data usage to prevent overage

**Qualifications:**

The IT Equipment Control Administrator shall possess a Bachelor of Science (B.S.) or Bachelor of Administration (B.A.) in one of the following: Information Systems Security or related field; two (2) or more years of experience as a Systems Administrator; Shall have a proficient understanding and working knowledge of computer, e-mail, voice mail, and telephone texts to perform duties. Additionally, be proficient with Microsoft Word, Excel, and PowerPoint.

**2.15.1 Hours/Labor Categories:**

The Government anticipates the Contractor will require a total minimum level of effort (LOE) as identified in Table five (5) (below) to complete this task. For purposes of the Government estimates, each phase of work may require different skills to accomplish the required tasks, but the Contractor may provide individual personnel with multiple skills to accomplish the required tasks to minimize personnel changes. The Contractor shall use their fully burdened labor categories and rates with any applicable discounts provided. The Contractor shall NOT provide or propose any additional total labor hours for all the Labor Categories. The distribution of the of the total labor hours is an estimate. However, the Government has provided a Not-to-Exceed (NTE) total labor hours throughout the duration of the Period of Performance for this requirement.

**Table 5, Level of Effort (LOE) Estimate**

Labor Category	Personnel	Hrs. per Position	Hours				
			Base	Opt. 1	Opt. 2	Opt. 3	Opt. 4
<b>FFP Labor</b>							
IT Program Manager	1	1,920	1,920	1,920	1,920	1,920	1,920
SWOLE Builder	3	1,920	5,760	5,760	5,760	5,760	5,760
SWTW Information System Security Officer	2	1,920	3,840	3,840	3,840	3,840	3,840
SWOLE Database Administrator	2	1,920	3,840	3,840	3,840	3,840	3,840
		<b>TOTAL:</b>	<b>15,360</b>	<b>15,360</b>	<b>15,360</b>	<b>15,360</b>	<b>15,360</b>
<b>T&amp;M Labor</b>							
Contract Manager	1	960	960	960	960	960	960
SWOLE Builder	7	1,920	13,440	13,440	13,440	13,440	13,440
IT Project Manager	2	1,920	3,840	3,840	3,840	3,840	3,840
IT Equipment Control Administrator	1	1,920	1,920	1,920	1,920	1,920	1,920
		<b>TOTAL:</b>	<b>20,160</b>	<b>20,160</b>	<b>20,160</b>	<b>20,160</b>	<b>20,160</b>
		<b>OVERALL TOTAL:</b>	<b>35,520</b>	<b>35,520</b>	<b>35,520</b>	<b>35,520</b>	<b>35,520</b>

The table above represents the LCATS the Contractor shall provide to meet the requirements of the PWS and task order. For each LCAT identified as Key Personnel and Other Needed LCATs, the Contractor shall provide an employee that meets or exceeds the job descriptions and qualifications above. The Contractor shall provide the required written qualification information as stipulated in Appendix D (Instructions to Contractors), for each employee, that it plans to use under this PWS and subsequent award. Labor shall be performed at the rate agreed to at the time of award for the base period (and option periods, if applicable) and NO additional rate increases shall be allowed after award.

The total estimated NTE labor hours for each LCAT group are stipulated above.

All awarded rates shall be fully burdened FFP and T&M rates.

For purposes of this PWS and specific services, the Government will pay only for productive direct labor hours, which are those hours expended by Contractor personnel in performing work under this PWS and subsequent award.

Payment will NOT include employee sick leave, vacation leave, holidays, jury duty, military leave, or any other kind of administrative leave.

“Direct labor hours” are those productive hours expended by Contractor personnel in performing work under this PWS and subsequent award that are charged as direct labor under the Contractor’s established accounting policy and procedures. The term does NOT include sick leave, vacation, holiday leave, military leave or any type of administrative leave but does include direct labor hours provided under level-of-effort subcontracts.

The Contractor shall obtain a background check on all employees working under this PWS and subsequent award, prior to performance under the subsequent award. The Contractor shall NOT submit bills to the Government for the background checks, until the Contractor’s personnel has successfully passed the background check and are fully capable of performing the requirements of the PWS and the subsequent award.

The Contractor awarded amount for each Labor Category is considered a NTE Labor Category ceiling. After award, the Contractor shall NOT utilize or bill above any awarded Labor Category NTE ceiling amount, without a written modification from the GSA Contracting Officer (CO). Within those Labor Category NTE ceiling amounts, the Contractor shall NOT independently decide which Labor Categories may be utilized and subsequently bill in support of the requirements without prior written approval from the Government CO, Contracting Officer’s Representative (COR) and Project Manager (PM). Prior to assigning any additional Contractor employees, after award, to a Labor Category to perform work under the terms and conditions of this PWS, the Contractor must obtain the written approval of the Government’s COR, PM, or CO. The Contractor understands that the funded amount and NTE ceiling value of the Labor hours for the T&M CLINS are NOT a guarantee to the Contractor. The subsequent award ordered ceiling value may NOT be exceeded without written modification from the Government CO.

2.16 Special Qualifications:

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 should review the following websites for additional 508 information:

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

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

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

The Contractor must indicate in its response package where the full details of compliance to the identified standards can be found, such as on their website, etc.

2.17 Identification of Contractor Employees:

All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as Contractors. Also, the Contractor must ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. All Contractor personnel shall wear an identification badge, while onsite at all Government facilities.

2.17.1 Contractor Employee Guidelines:

FAR Clause 52.203-13 Contractor Code of Business Ethics and Conduct is incorporated at the **GSA Schedule Name TBD** task order level and emphasized for this PWS.

The CO may require dismissal of employees which are deemed incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security from the subsequent award. The Contractor shall NOT employ persons for the subsequent award, if such employees are identified to the Contractor by the Government CO or the COR, as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population.

2.18 Contractor Travel:

The Government anticipates the Contractor personnel WILL be required to travel during the performance of this PWS and subsequent award. However, if the Contractor is required to travel at some point during the subsequent period of performance of this subsequent award, any travel requires Government pre-approval/authorization through submission of a written Consent to Purchase (CTP) request to the Government COR and CO. All travel expenses must be consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this task order or task order modification.

2.19 Other Direct Costs (ODCs) - Order Line Materials (OLM):

The Contractor may be required to provide materiel and OLMs throughout the life of this subsequent award. These items are unknown to the Government at the time of award. Materials which are NOT officially awarded/incorporated into the subsequent award yet and are within scope of the PWS as an integral part of the overall solution, are considered “Order Line Materials” or OLMs.

The Government anticipates that Order-Level Materials (OLMs) such as supplies and/or services may be required in direct support of this PWS which is being placed against **GSA**

**Schedule TBD.** OLMs are not defined, priced, or awarded at the FSS task order level. They are unknown at this time. OLMs are only authorized for inclusion at the order level under a Time-and-Material (T& M) or Labor-Hour (LH) Contract Line-Item Number (CLIN) and are subject to a Not to Exceed (NTE) ceiling price. OLMs are included in the definition of the term “material” in FAR 52.212-4 Alternate I, and therefore all provisions of FAR 52.212-4 Alternate I that apply to “materials” also apply to OLMs. GSA Schedule Contractors should refer to GSAR 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials, to ensure proper understanding of OLM procedures. Additional information on OLMs may be found at [www.gsa.gov/olm](http://www.gsa.gov/olm).

The Contractor shall have an OLM Special Item Number (SIN) awarded under its FSS task order and may acquire OLMs only in direct support of this order under that SIN. OLMs include direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the FSS task order, other direct costs, and indirect costs. OLMs are purchased under the authority of the FSS Program pursuant to 41 U.S.C.152(3) and are not open market items which are discussed in FAR 8.402(f).

OLMs are defined as items/services that are NOT on award, pre-priced and proven fair and reasonable at time of award. OLMs are fully incorporated into the subsequent award through the CTP form and process (see procedures below and **Appendix J**). The total Not to Exceed (NTE) amount for OLMs each year will be **\$22,675,000.00**. Price analysis for OLMs is not conducted when awarding the FSS task order or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs. OLMs are defined and priced at the ordering activity level in accordance with GSAR clauses 552.238-82 Modifications (Federal Supply Schedules) and 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).

Due to the rapid changes in the technology, the subsequent award will allow flexibility to add emerging technology and other materials and services to the award, as the need becomes known. The Government CO will make a final determination that the items/services are within scope and will take the necessary steps to negotiate and add materials and/or services that are within the scope of the PWS and subsequent award, as needed throughout the life of the period of performance of the subsequent award.

If the Contractor is required to purchase materials, supplies or equipment to perform the tasks and requirements of the PWS and subsequent award, the equipment type, and quantity will be described and accounted for on the CTP request form. The Contractor will assume management and accountability of these items for the duration of the period of performance of the award.

The Contractor shall submit a copy of the receipt for the purchase, CTP or other written approvals and will be reimbursed for any pre-approved costs associated with the procurement of required materials, supplies, and equipment for this PWS and subsequent award.

The Contractor will submit a description of the OLMs, including quantity, unit price and total price of each OLM by means of the Consent to Purchase (CTP) process which will be approved by the Government COR, PM and/or CO. The approved copy of the CTP form, including all supporting documentation, must be submitted with each invoice. A CTP that requires written COR, PM and/or CO approval shall be submitted via the Government's

ASSIST 2.0 system, with all supporting documentation for Government's review and action. The CTP and support documentation should not be duplicated with the invoicing process but shall be identified by reference.

If the Contractor initiates an OLM purchase within the scope of this PWS and subsequent award, the Contractor shall submit to the Government COR, PM and CO, a written CTP, identical to the example in Appendix J. The CTP shall:

- Be prepared in a legible manner.
- Include the purpose of the travel/purchase. (travel-only)
- Specify the travel or items being purchased. (travel-only)
- Show the estimated cost of the travel or purchase.
- Include a cost comparison for purchase.
- Show the purpose/rationale behind the travel/purchase.

2.19.1 Methods of Material/OLM Procurement:  
CTP Procedures for Materials and OLM:

- **Under micro-purchase threshold (\$10,000)** – The Contractor will submit written (email is satisfactory) evidence of Government COR approval of the need for the material/service and the availability of adequate funding currently obligated on the associated subsequent award is required as backup documentation to be provided by the Contractor on monthly invoice. Government PM and CO approval is NOT required under this micro-purchase threshold.
- **Over micro-purchase threshold (\$10,000) up to \$250,000** - Prior to the purchase, the Contractor will submit written evidence (signed CTP form – Appendix J) of COR approval of the need for the material/service, the fairness of pricing and the availability of adequate funding currently obligated on the associated task order are required. The Contractor will submit a formal RFQ document, with terms and conditions and two (2) to three (3) written quote responses when competition is available. The Contractor shall include a bid tabulation or price analysis, that illustrates the pricing is fair and reasonable. If the Contractor is unable to obtain competition for the purchase, the Contractor shall provide a written sole-source justification and Price or Cost Analysis that illustrates that fair and reasonableness of the pricing, to the Government COR, PM, and CO for approval prior to any purchase. All additional documentation shall be submitted with the Contractor's CTP. All items listed on the CTP shall include specific part numbers and detailed descriptions of any services that correspond to the formal RFQ document and the written quote responses received. Government CO pre-approval is REQUIRED at this threshold. Failure to obtain written Government COR, PM and CO approval, for materials or OLM prior to purchase, may result in the Contractor not being reimbursed for these purchases.
- **Over \$250,000** – Prior to purchase, the Contractor will submit written evidence (signed CTP form – Appendix J) of the Government COR, GSA PM, and CO approval of the need for the material/service, the fairness of pricing and the availability of adequate funding currently obligated on the



associated task order is required. The Contractor will submit a formal RFP document, with terms and conditions and two (2) to three (3) written quote responses when competition is available. The Contractor shall include a bid tabulation or price analysis, that illustrates the pricing is fair and reasonable. If the Contractor is unable to obtain competition for the purchase, the Contractor shall provide a written sole-source justification and Price or Cost Analysis that illustrates that fair and reasonableness of the pricing, to the Government COR, PM, and CO for approval prior to any purchase. All additional documentation shall be submitted with the Contractor's CTP. All items listed on the CTP shall include specific part numbers and detailed descriptions of any services that correspond to the formal RFP document and the written quote responses received. CO pre-approval is REQUIRED at this threshold. Failure to obtain written Government COR, PM and CO approval, for materials or OLM prior to purchase, may result in the Contractor not being reimbursed for these purchases.

When the CTP is over the micro purchase amount, specific restrictions require the Contractor to prepare a justification, with input from the Government COR, which will be maintained with the approved CTP form and all accompanying documentation. Brand Name Specific requirements should NOT be the norm. Instead, the COR should include in the requirement's description, salient characteristics so that an "or equal" substitute brand can be considered rather than restricting to one specific brand item. Regardless of dollar value of the material/service, a signed CTP form with the Government COR, PM or CO approval is required. The Government CO will require that the awardee to provide adequate support for the pricing. This may include historical data or historical sales data including company/date of order/quantity/unit price/descriptive info matching the requirement, etc. to support the reasonableness of the price.

The Contractor will be required to follow the Consent-to-Purchase (CTP) procedures for Ancillary items. All Ancillary items below \$10,000 shall be approved in writing by the Government COR. All Ancillary items above \$10,000 shall be approved in writing by the Government COR, PM and CO as described above. The Government CO will confirm that any Ancillary supplies and/or services are on a GSA Schedule and that the pricing does not exceed awarded GSA Schedule pricing.

The Contractor will be required to follow the CTP procedures or OLM as stated above. If the Contractor has an approved purchasing system per FAR 44.3, they shall instead follow its purchasing system requirement. If the Contractor does have an approved purchasing system, the Contractor shall submit written documentation, prior to award, for review and approval by the Government CO. The CO may use this information to decide that prices for all OLMs are fair and reasonable.

#### 2.19.2 Contractor Travel:

The Government may require the Contractor to travel within the Continental United States (CONUS) in support of the requirements of this PWS and in accordance with (IAW) FAR 31.205-46, and the Federal Travel Regulations (FTR).

Travel SHALL be approved in writing by the Government COR, PM and CO prior a trip begins or travel reservations. If prior Government written approval is NOT obtained, the Contractor, the travel will NOT be reimbursed. The Contractor will NOT be reimbursed for travel that occurs within their local commuting area.

Locations and duration of travel cannot be fully defined at this time.

Please see Attachment Two (2) - Pricing Spreadsheet for details for Travel and Not-To-Exceed (NTE) amount.

**Approval for Travel:**

Emergency requirements shall be defined and approved by the Government COR and PM. The Contractor shall make every effort to locate the airport that will provide the lowest cost of air travel possible. The Government COR may require a cost benefit analysis to support any travel, as deemed necessary. The Contractor shall submit requests, using a CTP, in GSA ASSIST 2.0 at least two (2) weeks in advance of travel for written approval by the Government. All travel shall be in accordance with the JTR and shall be at or below the applicable per diem rate, unless approved in writing via CTP by the Government COR, PM and CO. On the first and last day of travel, the Meals and Incidental Expenses (M&IE) rate is 75 percent of the authorized rate. The CTP shall be approved by the Government COR, PM and CO in advance. Travel charges over and above per diem without proper written approval by the Government, shall be at the expense of the Contractor.

After travel is incurred, documentation/receipts shall be sent to the Government COR (with the invoice submittals). NO PAYMENT WILL BE MADE WITHOUT DOCUMENTATION/RECEIPTS.

The COR shall approve travel in writing via the CTP form (Appendix J) valued below **\$5,000.00** per trip. The Government PM and CO shall approve all travel expenses in writing via CTP in excess of **\$5,000.00**.

NOTE: The Government reserves the right to audit Contractor travel at any time during the period of performance of the subsequent award and during the closeout period of the contract, thus; the Contractor shall keep on files and all backup support documentation for travel, materials, and ODC procurements (travel) made on behalf of the Government under the terms of the subsequent award.

**2.20 Intellectual Property Rights:**

The existence of any patent, patent application or other intellectual property right that encumbers any deliverable, shall be disclosed in writing on the cover letter that accompanies the deliverable. If no such disclosures are provided, the data rights provisions in FAR 52.227-14 apply.

If applicable, any Software Agreements, amended as contemplated therein, shall be deemed to constitute such disclosure with regard to their associated commercial software tools and shall prevail over any inconsistent provision in FAR 52.227-14 to the extent of such inconsistency.

**2.21 Organizational Conflict of Interest:**

The Contractor and Sub-Contractor personnel performing work under this PWS, and subsequent award may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Government CO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Government CO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Government CO and in the event the Government CO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Government CO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI. The Contractor is also required to complete and sign an Organizational Conflict of Interest Statement in which the Contractor (and any Sub-Contractors, consultants, or teaming partners) agrees to disclose information concerning the actual or potential conflict with any proposal for any solicitation relating to any work in the PWS and subsequent award.

2.22 Transition In/Transition Out:

To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the sixty (60) day, transition in/transition out periods. During the transition in period, the Contractor shall become familiar with performance requirements to commence full performance of services on the subsequent award start date.

No earlier than seventy (70) days, but No later than sixty (60) days prior to the end of the period of performance, the Contractor shall conduct inventory, inspection, and assessment of all equipment, property, systems, reports, and outstanding deliverables that are to be completed and provided to the Government prior to the end of the period of performance.

No later than forty-five (45) days, prior to the end of the period of performance, the Contractor shall provide a written report that provides details of the inspection, assessment, and outstanding deliverables to the Government. The written report shall also contain a detailed plan with a schedule to complete all outstanding items from the inspection and assessment.

No later than thirty (30) days prior to the Task ordered date, the Contractor shall provide a transition plan that will facilitate the transitioning between Contractors without disruption in services. The plan shall identify any unresolved deficiencies, outstanding deliverables, and details on how the unresolved items will be completed prior to the end of the period of performance.

Contents of the 45-Day Written Report:

The 45-day written report shall include the following:

- Inspect the condition of all equipment, systems, including GFE and GFP for which the Contractor will assume responsibility.
- Review work order history and equipment inventory information.
- Status of all open work orders.

- Status and update of any preventive maintenance schedules. The new periodic maintenance schedules shall be based off of the last time PMs were performed if applicable.
- Updated deficiency list report including an itemized plan for correcting each deficiency.
- Plan for transition of software and licenses.
- Plan for preservation and transition of all records, reports, and documents (both hard copy and electronic) that were drafted or used in the performance of this task order.
- Plan for coordination and complete disposal, cleanup, and transfer of all materials according to applicable laws.
- Plan to show awardee where all archived programs and systems literature are maintained and how they are used.

**Deficiency List Completion and Withholding of Final Payment:**

The Government may create a deficiency list of unmet Contractual requirements at or near the time of termination of the subsequent award. The Government may employ the services of another Contractor in the development of the list and upon completion provide the Contractor with a copy of work not completed, to include the monetary value the Government has assigned for each item. The Government retains sole discretion over whether to charge the Contractor for the monetary value of the list in whole or in part or to request corrections by the Contractor. If the Government elects to request corrections by the Contractor, the Contractor shall have until the end of the task order period to perform such corrections and may invoice for funds withheld on acceptance of the corrections by the Government. Nothing in this Section shall be construed to limit the Contractor's liability or restrict the Government from reporting unsatisfactory or problematic performance by the Contractor.

**2.23 Government Furnished Equipment/Property (GFE/P):**

The Government anticipates there WILL be any GFE/GFP under this PWS and subsequent award. If GFE/GFP is issued, the Government will provide the Contractor with basic equipment and property (e.g., laptops, desktops, monitors (as needed) and mobile smart phones). The Contractor shall keep an inventory of GFE/GFP, which shall be made available to the Government COR, PM or CO upon request. The Contractor shall manage, maintain, and control all GFE/GFP in support of this PWS and subsequent award in accordance with the clause at FAR 52.245-1. All Government-furnished equipment (GFE) and/or Government-furnished property (GFP) provided to the Contractor to perform work under this PWS, and subsequent award shall be returned to the Government at the end of the period of performance of the subsequent award.

**2.24 Government Furnished Information:**

The Government will provide project and standards materials as needed. Copies of required materials may be provided to the Contractor in hard copy or soft copy. All materials will remain the property of the Government and will be returned to the Government COR upon request or at the end of the subsequent award period of performance. The Government expressly reserves the right to add, delete, or modify at its exclusive discretion any access rights at any time during the performance of the subsequent award, based upon what in the Government's judgment is necessary to perform the mission most effectively and efficiently.

2.25 Contractor Furnished Property and Services:

The Contractor shall furnish necessary supplies, parts, materials, tools, support equipment, labor and vehicles required to perform operations required by this effort, except those items or services specifically identified in Section 2.23 as Government furnished. Contractor furnished property, not otherwise deemed Contractor-acquired property to which the Government has title, shall be clearly identified as such so that it is immediately distinguishable from Government-furnished property.

Contractor Furnished Vehicles and Equipment:

Any Contractor furnished vehicles shall have the company name prominently displayed on both sides of the vehicle, and present a neat, professional appearance. All Contractor furnished vehicles and equipment used in the performance in this PWS shall meet all Local, State, and Federal safety and environmental requirements. Contractor furnished vehicles and equipment found to be unsafe shall be removed from the Government facility and replaced at the Contractor's expense. The Contractor shall not use any Government-owned tools, materials, or parts to maintain Contractor furnished vehicles and equipment without prior written approval of the Government COR, PM and CO. The Government COR may inspect the Contractor furnished vehicles and equipment at any time and direct the removal of any unsafe or objectionable vehicle and equipment from the Government facility.

2.26 Other Requirements:

2.26.1 Green/Sustainable Procurement Practices/Requirements:

In accordance with FAR Part 23.103, "Sustainable Acquisitions," Federal agencies shall advance sustainable acquisition by ensuring that 95 percent of new task order actions for the supply of products and for the acquisition of services (including construction) require that the products are— (1) Energy-efficient (ENERGY STAR® or Federal Energy Management Program (FEMP)-designated);(2) Water-efficient; (3) Bio-based; (4) Environmentally preferable (e.g., EPEAT-registered, or non-toxic or less toxic alternatives); (5) Non-ozone depleting; or (6) Made with recovered materials. And, that the required products in the task order actions for services include products that are— (1) Delivered to the Government during performance; (2) Acquired by the contractor for use in performing services at a Federally-controlled facility; or (3) Furnished by the contractor for use by the Government.

The purpose of the statutes and executive orders is to create, demonstrate the viability of, and sustain markets for green products and services. Green purchasing requirements apply to direct purchase of products by the Government, products supplied or used in the performance of a Government task order, micro-purchases, simplified acquisitions, and the purchases of commercial items. Below is a chart representing the elements of FAR Part 23 that apply to the task order requirements defined in this PWS. If for any reason the Government has failed to identify an applicable requirement in the chart below, the contractor shall notify the Government immediate and a modification to the PWS clauses and the chart below shall be completed. The Contractor shall comply with the Executive Orders, and applicable Laws/official "Acts" and Government timelines that are enacted/in place at the time of task order award, without exception. The applicable laws, regulations and clauses are identified in the chart below:



Green/Sustainable Procurement Practices/Requirements		
Designated Sustainable Procurement Categories	Reference Materials	Applicable/Not Applicable to PWS Requirements
Environmental Protection Agency (EPA) designated recycled content products (Eight EPA categories are: vehicles, construction, transportation, parks and recreation, non-paper office products, paper, and miscellaneous products (e.g., awards, bike racks, industrial drums, signage, sorbents, plaques, etc.))	FAR 11.002(d), Resource Conservation and Recovery Act section 6002, Executive Order (E.O.) 13423 and 13514; FAR 52.223-17. <a href="http://www.epa.gov/cpg">www.epa.gov/cpg</a>	Not Applicable
Information technology related Energy Star® energy products (e.g., fluorescent lamps, exit signs, transformers, etc.)	FAR 11.002(d), FAR 23.204, FAR 52.223-15, Energy Independence and Security Act of 2007 <a href="http://www.energystar.gov">http://www.energystar.gov</a>	Applicable
Federal Energy Management Program (FEMP) designated energy efficient low standby power products	FAR 11.002(d), E.O.s 13423, 13514, and 13221, <a href="http://www.energystar.gov">http://www.energystar.gov</a>	Applicable
Department of Agriculture designated bio based/bio-preferred products (examples of USDA designations: Mobile equipment hydraulic fluids, Urethane roof coatings, Water tank coatings, Diesel fuel additives, Penetrating lubricants, Bedding, bed linens, towels, sorbents, hand cleaners and sanitizers, adhesives/mastic removers, composite panels, etc.)	FAR 11.002(d), FAR 52.223-1, FAR 52.223-2, Farm Security and Rural Investment Act of 2002 section 9002, E.O. 13423; <a href="http://www.usda.gov/biopreferred">http://www.usda.gov/biopreferred</a>	Not Applicable
Environmentally preferable products (e.g., green cleaning products, cafeteria ware (bio based disposable plates, forks, etc., furniture, electronic office equipment, green meetings, and conference services, etc.)	FAR 11.002(d), E.O.s 13423 and 13514. <a href="http://www.epa.gov/epp">www.epa.gov/epp</a>	Applicable
Electronic Product Environmental Assessment Tool (EPEAT) registered products	FAR 11.002(d), E.O. 13423 and 13514, FAR 52.223-16 (for EPEAT bronze registered products or higher) or Alt I for purchasing EPEAT silver rated products or higher; For more information about the standards: <a href="http://www.epeat.net">http://www.epeat.net</a>	Applicable
Water-efficient products	FAR 11.002(d); E.O. 13514 Section 2	Applicable
Non-ozone-depleting substances (e.g., refrigeration, foam blowing agents, sterilant, aerosols, adhesives, etc.)	FAR 11.002(d); E.O. 13514 <a href="http://www.epa.gov/ozone/snap/lists/index.html">www.epa.gov/ozone/snap/lists/index.html</a>	Not Applicable
Non or low toxic or hazardous constituents	FAR 11.002(d), FAR 52.223-17	Not Applicable
Printed or Copied Double Sided on Recycled Paper (All deliverables shall be submitted electronically to the Government, no paper copies necessary)	FAR 4.303, FAR 11.303, FAR 52.204-4	Applicable
Pollution Prevention	FAR 23.1005, FAR 52.223-5 (Alt I or Alt II as applicable).	Applicable if work is being conducted on a military facility
Other (if required, list "other" in this block)		
Clinger-Cohen Act	Assigns the CIO with the responsibility to develop Information Technology Architectures	
e-Government (e-Gov) Act of 2002	Mandate's development of enterprise architecture	
Federal Enterprise Architecture Framework (FEAF)	The FEAF was established in 1999 by the CIO in response to the Clinger-Cohen Act of 1996. The purpose of the FEAF is to facilitate shared development of common processes and information among federal agencies.	
Government Accounting Office (GAO)	GAO's tool that determines the maturity of the EA. The five stages are: Stage 1: Creating EA awareness.	

All applicable terms and conditions from the **GSA Schedule TBD** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule TBD** are applicable.

Green/Sustainable Procurement Practices/Requirements		
Designated Sustainable Procurement Categories	Reference Materials	Applicable/Not Applicable to PWS Requirements
	Stage 2: Building the EA management foundation. Stage 3: Developing EA products. Stage 4: Completing EA products. Stage 5: Leveraging the EA to manage change	
EA Maturity Model Framework	<a href="https://www.gao.gov/assets/gao-10-846g.pdf">https://www.gao.gov/assets/gao-10-846g.pdf</a>	
OMB FEA Consolidated Reference Model	OMB FEA Consolidated Reference Model contains the five reference models – Business Reference Model (BRM), Security Reference Model (SRM), Infrastructure Reference Model (IRM), Data Reference Model (DRM), Application Reference Model (ARM) and Performance Reference Model (PRM).	

#### 2.26.2 Privacy Act:

Performance under this PWS and subsequent award may require that Contractor personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

#### 2.26.3 Unilateral Modifications for Funds Management:

The standard verbiage in FAR 52.212-4 (c), which is the paragraph titled “Changes,” relating to “Contract Terms and Conditions – Commercial Items Clause” which states: “Changes to the terms and conditions of this PWS and subsequent award may be made only by written agreement of the parties,” is hereby tailored to allow unilateral modifications to be issued after award to obligate funding. The acceptance of the award by the Contractor constitutes written agreement of both parties that all future modifications issued for the obligation of funding will be issued by the Government CO unilaterally. The Contractor has responsibility for funds monitoring and tracking so by acceptance of this change, the Contractor is agreeing to obtain in a timely manner, the unilateral modifications from GSA ASSIST 2.0 for the purpose of ensuring that funding totals are not exceeded and to ensure the Contractor’s responsibility for tracking and reporting deficits in funding can be accomplished per the terms of the PWS and subsequent award.

#### 2.26.4 Records/Data:

All software (databases/code) produced at the request of the Government becomes the sole property of the United States Government and shall enter the public domain and is non-proprietary. Subsequent use of this software for commercial purposes by the Contractor or any other entity may occur only after a properly filed Freedom of Information Act (FOIA) request has been approved by the Government. Any such subsequent use shall attribute the origin of the software to the client.

All deliverables become the sole property of the United States Government. The Government, for itself and such others as it deems appropriate, will have unlimited rights under this PWS and subsequent award to all information and materials developed under this PWS and subsequent award and furnished to the 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 task order 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 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 task order, shall become the property of the Government.

**Copyrights:**

Any software and computer data/information developed, as a component of this PWS and subsequent award 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.”

This data will include support to all squadrons operating locations and detachments that are assigned to the Special Warfare Training Wing.

**2.26.5 Applicability of Terms and Conditions from the Base Contractual Vehicle(s):**

All applicable terms and conditions from the Contractor’s basic GSA FSS Contract/ Blanket Purchase Agreement (BPA), Indefinite Delivery Indefinite Quantity (IDIQ) Contract, and the additional terms of this task order, call order, or subtask shall become legally binding upon the Contractor at the time of award and through the period of performance.

**2.26.6 Invoicing/ Procedures for Payment:**

**Electronic Posting of Invoices:**

The Contractor shall electronically transmit/submit invoices and supporting documentation for invoices through the GSA’s web-based procurement system, through the Central Invoice Service (CIS), 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. This is the only acceptable means for invoice submissions.

NO paper invoices shall be accepted. For additional assistance contact the ASSIST Helpdesk at 877-472-4877.

**Invoice Content:**

The Contractor’s invoice will be submitted monthly for work performed the prior month. The Contractor may invoice only for the hours, travel and unique services ordered by the Government and used in direct support of the task order. The invoice shall be submitted on official Contractor letterhead and shall include the following information at a minimum:

- GSA Acquisition Number
- Acquisition Number ACT Number (see the front of the SF300 document)
- Prompt Payment Discount



- Remittance Address
- Period of Performance for Billing Period
- Point of Contact and Phone Number
- Invoice Amount
- Skill Level Name and Associated Skill Level Number (for FFP, T&M or Labor Hour)
- Actual Hours Worked During the Billing Period (for FFP, T&M or Labor Hour)
- Travel Itemized by Individual and Trip (Include supporting documentation and CTP)

The Government reserves the right to audit, thus; the Contractor shall keep on file all backup support documentation for travel and ODCs.

Invoicing for T&M/Severable Order:

The Period of Performance (POP) for each T&M invoice shall be for one calendar month (30/31 calendar days).

For T&M orders each invoice shall list the labor category as awarded on the order, the hours worked per skill level/labor category, the rate per skill level/labor category and the extended amount for that invoice period. It shall also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, as well as the grand total of all costs incurred and invoiced.

For Time and Material orders each invoice shall clearly indicate both the current invoice's monthly "burn rate" and the total average monthly "burn rate".

The Contractor shall submit all required documentation (unless exempted by the subsequent award or order) as follows:

- For Pre-priced Fully Incorporated (Quantities and Description) ODCs/Materials: Submit a description of the ODC, quantity, unit price and total price of each ODC.
- For Un-priced (unknown Quantity/ ODCs/Materials: Submit a description of the ODC, quantity, unit price and total price of each ODC. Submit the approved CTP FORM (Appendix D OF THIS ORDER).

Government Acceptance:

The Government must accept the services and/or products provided under the terms of the PWS and subsequent award.

The Government will accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ASSIST 2.0, by accepting the Acceptance Document generated by the Contractor. Electronic acceptance of the invoice by the Government COR is considered concurrence and acceptance of services.

The Government may also generate a hard copy acceptance document. Regardless, of the method of acceptance the Contractor shall seek acceptance and

electronically post the acceptance document in GSA's electronic Web-based Order Processing System, currently ASSIST 2.0. (Written acceptances will be posted as an attachment along with any other supporting documentation.) After acceptance of the invoice by the Government, the Contractor shall submit a proper invoice to GSA Finance not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item. In the absence of Government acceptance within thirty (30) days, the Contractor shall submit an invoice.

The acceptance of the authorized Government representative (which is normally the Government COR) is REQUIRED prior to the approval of payment for any invoiced submitted. If required, the documentation should include: the Government's signed written acceptance OR the Government's electronic acceptance, is not received within 15 calendar days from the date the invoice was submitted to GSA Finance, the invoice may be rejected in whole or in part as determined by the Government.

**Final Invoice:**

Invoices for final payment must be so identified and submitted within sixty (60) days from work completion and no further charges are to be billed. A copy of the written acceptance of work completion must be attached to final invoices. The Contractor shall request from the Government an extension for final invoices that may exceed the sixty (60) daytime frame.

The Government reserves the right to require certification by the Government PM or COR before payment is processed, if necessary.

**2.26.7 Order Close Out Procedures:**

The Contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period for the subsequent award. All invoices shall be received within this period. The Government CO shall not extend the period of performance or the invoice submittal period to wait on Subcontractors to bill the Prime Contractor. All rates are negotiated at the time of award and the Contractor shall control and account for all time by their own personnel and their Subcontractor or Contractor Teaming Arrangement (CTA) personnel to allow for timely billing in accordance with the terms expressed in this section. After the final invoice has been paid the Contractor shall furnish a completed and signed Release of Claims form to the Government CO. This release of claims is due within fifteen (15) calendar days of final payment.

The Government reserves the right to require a release of claims at the end of each performance period, after all payments have been completed.

**\*\*NOTE:** No rates agreed to under the terms of this order are subject to DCAA or other "final" audited rates.

**2.26.8 Unilateral Close Out Modifications:**

FAR clause 52.212-4(c) is hereby amended as follows: The Government reserves the right to issue unilateral close out modifications to close out commercial contractual agreements, after the Contractor has acknowledged the order is closed and that no further liability exists on behalf of the parties. The Government also reserves the right under the unilateral close out modification to de-obligate money

after full payment has been made to the Contractor for their services/materials under this PWS and subsequent award.

#### 2.26.9 Contractor Performance Evaluation

In accordance with FAR 8.406-7, Contractor Performance Evaluation and FAR 42.15, Contractor Performance Information, the Government will provide and record Past Performance Information for acquisitions over \$250,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows Contractors to view and comment on the Government's evaluation of the Contractor's performance before it is finalized. Once the Contractor's past performance evaluation is finalized in CPARS and the Contractor will be allowed to review its finalized CPARS record.

Contractors are required to register in the CPARS, so Contractors may review and comment on past performance reports submitted through the CPARS.

CPARS <https://www.cpars.csd.disa.mil/>

#### 2.26.10 Third Party Schedule Delays:

GSA does not warrant and cannot guarantee that the site will remain free from interference by third parties, with whom the Federal Government has no contractual relationship.

Only delays determined to be caused by the Federal Government that affect the Contractor's ability to complete the task order work on time will be considered for time extensions and equitable adjustments.

[End of Section Part II]

## PART III – SPECIFIC TASKS

### 3. SPECIFIC TASKS:

#### 3.1 General Summary of Services:

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, non-personal services, and other items necessary to support the Special Warfare Operator Lifecycle Enterprise (SWOLE) system, a comprehensive data management platform as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this PWS and subsequent award.

#### 3.2 Objectives:

The basic service objective is as follows:

- **Enhancement of Special Warfare Training Enterprise:**  
With a primary focus on advancing and sustaining the Air Force's Special Warfare training enterprise, the Contractor's responsibilities include supplying, supporting, and maintaining SWTW-specific applications and systems. Compliance with MAJCOM/HAF cyber and legal standards is of paramount importance in all aspects of support.
- **IT Support and Data Analysis:**  
To bolster the effectiveness of the Special Warfare Training Wing (SWTW), the Contractor will provide crucial IT support and management services. This includes proficient data collection and analysis, as well as tasks such as developing data tracking metrics, implementation plans for specific requirements, and the efficient management of associated administrative tasks.
- **Training Program Support:**  
In support of the SWTW training programs, especially the SW Candidate Course and Assessment & Selection Course, the Contractor will play a vital role by providing essential IT management and additional program support as required.

#### 3.3 Scope:

Based on emerging problem sets, optimization is a Special Warfare Strategic Imperative; many Special Warfare Operators often physically, mentally, and psychologically degrade over the course of their service commitment. These types of degradations can negatively impact their ability to perform and progress both professionally and operationally, as well as negatively impact their quality of life during and after their military career. As operators require a proactive tactical lifecycle and performance management capability to further understand and action any factor that hinders their performance and competence overtime. This Strategic Imperative and tactical lifecycle management capability is achieved by employing Human Performance and medical support teams to optimize performance, balance recovery, and develop readiness for each operator. This team of trained and qualified experts will lead cutting edge efforts and leverage the latest technology to detect, assess, develop and augment human performance strategies during each phase and every stage of the operator's tactical lifecycle. Traditionally, an Operator's Tactical Lifecycle Record is compartmentalized, divided, and isolated across multiple commands, and geographically separated units. Thus, a single data management system that can be utilized for Human Performance, lifecycle management and can connect to/synchronize with other

systems of record, is what's required to maintain the continuity of lifecycle data throughout an operator's career.

The service requirements for this PWS include operating and maintaining both mission-critical and non-mission-critical technologies. They are responsible for delivering Government-approved psychological, physiological, and qualitative assessment instruments to detect trends, assess at-risk personnel, and provide actionable intelligence, data analytics, and training/recovery recommendations. The services aim to leverage private sector capabilities to enhance candidates' and operators' competitive advantages in training and mission environments. Contractors will collaborate with Government units to standardize and optimize system and human performance designs, identify emerging technology solutions, and integrate technologies. Additionally, they will implement industry best practices and technologies for efficiency and cost savings, develop new systems, and migrate infrastructure capabilities to meet mission requirements and improve operational efficiency. The focus includes delivering scalable system and infrastructure capabilities, facilitating Tactical Fitness and Readiness Operations program equipment integration, and capturing, tracking, and providing readiness data for Special Warfare operational units across the enterprise. The ultimate goal is to offer commanders at all echelons a comprehensive readiness dashboard.

This PWS outlines the requirements to provide services to include overseeing software development, maintenance, and end-user requirements, achieving and maintaining the Authority to Operate (ATO), and any other needed compliance areas, and executing the development, validation, and synchronization of the lifecycle management database. The goal is to capture and integrate diverse data sources, ensuring a thorough performance profile of special warfare operators throughout their careers, and maintaining the continuity of lifecycle data.

- **Lifecycle Management Database:**  
The Special Warfare Training Wing (SWTW) seeks a data management platform named Special Warfare Operator Lifecycle Enterprise (SWOLE). This platform will capture training and operational demands, including assessments, certifications, career-phase requirements, key operator metrics, standardized performance-based objectives, psychological and physiological demands, training and operational standards, assessment methods, and lifecycle program logistics. The database should support up to 8000 users, function as a long-term data repository, and be commonly referred to as SWOLE.
- **SWOLE:**  
SWOLE is not a specific software system, but an operational framework and end-user requirements realized through a commercially built software platform. The contractor is responsible for managing and maintaining the software platform supporting SWOLE and executing end-user requirements as outlined in the contract. SWTW will utilize the system of record provided by the contractor as the software platform supporting SWOLE.
- **Authority to Operate (ATO):**  
The Contractor is tasked with attaining, maintaining, and updating the ATO from the supporting MAJCOM (AETC). ATO must be achieved within 730 days from the subsequent award. This involves ensuring compliance with security and

operational standards to allow the continued operation of the Special Warfare Operator Lifecycle Enterprise (SWOLE) system.

- **Program Requirements for Lifecycle Management:**  
The Contractor shall absorb the current SWOLE system and execute with coordination with the Government, the development, validation, implementation, and synchronization of the lifecycle management database. The goal is to capture a comprehensive performance profile of a special warfare operator's career. This includes integrating diverse data sources and ensuring the continuity of lifecycle data throughout an operator's career.

The Contractor shall:

- Operate and maintain mission critical and non-mission critical technologies.
- Deliver Government approved psychological, physiological, and qualitative assessment instruments with the goal of detecting trends, assessing at-risk personnel, developing actionable intelligence, meaningful data analytics and providing training/recovery protocol augmentation recommendations from a tactical lifecycle management perspective.
- The services will harness private sector capabilities to drive strategic initiatives that increase a candidates or operator's competitive advantage in training and mission environments. This solution set includes:
  - Standardizing and optimizing system and human performance optimization designs and architectures.
  - Identifying and coordinating emerging technology solutions and technology integration opportunities.
  - Implementing innovative industry best practices and technologies that maximize efficiencies and cost savings.
  - Developing new systems while migrating infrastructure capabilities to meet mission requirements and improve operational efficiency of operators and their associated combat support teams.
  - Delivering system and infrastructure capabilities that scale to meet enterprise demand with the least re-engineering effort possible.
  - Facilitating and monitoring the Human Performance equipment integration, interoperability, and synchronization of enterprise-wide systems and infrastructure solutions and services. This capability will be phased IAW designated timelines negotiated with the contractor and Government to ensure organized priorities of work.
  - Capture at a minimum track training, mobility, and physiological readiness for SW operational units across the enterprise providing Squadron commanders the health of their organization.
  - Provide an enterprise tracking and management readiness dashboard for each echelon of command.

This is a commercial, performance-based requirement in accordance with the Federal Acquisition Regulation (FAR) Part 2.101, FAR Part 12 and FAR Part 8.4. The labor hour rates will be mixed, some firm fixed price (FFP) and time and material (TAM). The other direct costs and travel will be time and material.



The Contractor shall support the SWTW with services located within the continental United States (CONUS).

3.4 Contractor Program Management and Kickoff Meeting:

The Contractor's Program Manager (CPM) shall be required for oversight of the base and all other tasks. The Contractor and CPM tasks will include participating in a kickoff meeting with the designated AETC Points of Contact (POCs) to discuss the work requirements stipulated in this PWS and subsequent award. During the meeting, the process, decision makers, objectives and deliverables shall be discussed. The purpose of the meeting shall be for the Contractor to become familiar with expectations and to begin preliminary data gathering. The Contractor or CPM shall be required to identify the names of personnel and their involvement in the project and an overall project layout identifying project milestones and projected start and completion dates. The Contractor shall prepare and submit a meeting agenda and meeting minutes as described in **Table One - List of Deliverables** and based on the **Table Two - Performance Requirements Standards**.

The Contractor or CPM shall coordinate and provide technical interchange via teleconferences, in-person meetings and through e-mail with AETC personnel, other Contractor personnel and Federal, State, and Local Government regulators as anticipated. The Contractor or CPM shall be responsible for taking notes and preparing progress slides, meeting minutes and reports for all working group meetings, command briefings and conferences. The Contractor or CPM shall provide Conference Reports within three (3) days of the conference for concurrence, via concurrence with the Government COR, prior to distribution.

3.5 Program Management Reports:

The Contractor PM or CPM is required for oversight of the base and all other tasks of this PWS and subsequent award. The CPM task includes participating in a kickoff meeting with the designated SWTW Points of Contact (POCs) to discuss the work requirements. The CPM shall submit written Monthly Progress Reports (MPR) with each request for payment. The MPR shall indicate all work exclusively performed, costs and problems incurred during the payment period for this PWS and subsequent award. The MPR shall illustrate the estimated and actual performance of work for this PWS and subsequent on a project-tracking chart that validate the funds expended and the work completed for each project required under this PWS and subsequent award. The MPR reporting requirements are described in **Table One - List of Deliverables and based on the Table Two - Performance Requirements Standards**.

The Contractor shall schedule a kickoff meeting no later than thirty (30) days after the subsequent award. During the meeting, the process, decision makers, objectives and deliverables shall be discussed. The purpose of the meeting shall be for the Contractor to become familiar with expectations and to begin preliminary data gathering. The CPM shall be required to identify the names of personnel and their involvement in the project and an overall project layout identifying project milestones and projected start and completion dates. The Contractor shall prepare and submit a meeting agenda and meeting minutes as described in **Attachment 3 - List of Deliverables and the Performance Requirements Summary**. The CPM shall provide monthly updates and status of the project milestones for the PMP in a Project Management Reports (PMR). The PMR reporting requirements are described in **Table One - List of Deliverables and based on the Table Two - Performance Requirements Standards**.

Coordination and technical interchange via teleconferences, in-person meetings and through e-mail with SWTW personnel, other Contractor personnel and Federal, State, and local regulators are anticipated. The Contractor shall be responsible for taking notes and preparing progress slides, meeting minutes and reports for all working group meetings, command briefings and conferences. Conference reports must be furnished within five (5) days of the conference for concurrence prior to distribution.

### 3.6 Specific Tasks:

The Government requires specific tasks to be completed in accordance with Section III of this PWS as listed below. The Contractor shall support the SWTW with services located within the continental United States (CONUS).

#### Tasks/Requirements:

- Task 1-Comprehensive Special Warfare Support Operations
- Task 2-Security Authorization and Oversight Support Services
- Task 3-Risk Management Framework Implementation Support Services
- Task 4-Quality Control, Software Sustainment, Cybersecurity Support Services
- Task 5-IT Program and Project Management Operational Support Services
- Task 6-Surge Support Services

#### **Task 1-COMPREHENSIVE SPECIAL WARFARE SUPPORT OPERATIONS:**

The Contractor is entrusted with multifaceted responsibilities to ensure the seamless functioning and enhancement of the Special Warfare Operator Lifecycle Enterprise (SWOLE) and associated Special Warfare support programs.

The Contractor shall execute thorough Special Warfare support operations, encompassing a spectrum of tasks and responsibilities, with a specific focus on efficient and secure database management within the Special Warfare Operator Lifecycle Enterprise (SWOLE). This includes the following key essential components:

Database Performance Optimizer: The Contractor shall provide a developed or developing database that leverages software, specifically developed to meet the distinct needs of SWOLE. This software, recognized for its exclusivity, is integral to the functionality and optimization of critical data management processes within the SWOLE ecosystem. It is intricately integrated into the SWOLE architecture, aligning seamlessly with the operational requirements and data management nuances unique to Special Warfare. Its proprietary nature ensures a tailored fit to the intricacies of SWOLE's objectives, contributing significantly to the overall efficiency of the system.

The crucial aspects for this management system are the career-phase requirements, key operator metrics for success, continued development of a series of standardized performance-based objectives, psychological and physiological demands with associated outcomes, training standards, operational standards, methods of assessment, and identification of lifecycle program/system logistics, identification of training course requirements, operational requirements, and mission support requirements. The Contractor's database shall be able to support up to 8,000 users.

The Contractor shall provide a performance-enhancing algorithms, security protocols and exclusive licensing further underscore its unique design and its alignment with the specialized needs of SWOLE. The database's sole source principal building blocks are not

only a strategic necessity but also a testament to its unparalleled capabilities, specifically tailored for the optimal functionality of the Special Warfare Operator Lifecycle Enterprise.

Service Operations Management: The objective of this task is to efficiently oversee service operations for SWOLE, the Contractor plays a pivotal role in aligning each facet with the mission of the Special Warfare Training Wing (SWTW). By coordinating events, resolving incidents, and managing identity information, the Contractor directly contributes to enhancing the effectiveness and agility of Special Warfare operations, ensuring seamless support for the mission-critical objectives of SWTW.

System Enhancements and Collaboration: The objectives of this task are to collaborate closely with the Government, the Contractor is dedicated to propelling the mission of the Special Warfare Training Wing (SWTW) through continuous system improvements. By identifying, proposing, and implementing enhancements, the objective is crystal clear: fortify the technological backbone that underpins Special Warfare operations. This collaborative effort is not merely about refining systems; it's about strategically advancing capabilities, staying in lockstep with evolving requirements, and contributing meaningfully to the overarching mission of SWTW to forge and sustain the next generation of elite Special Warfare operators.

Responsive Handling of Urgent Changes: The Contractor shall prioritize and promptly address urgent changes and new requests, including the development or revision of system standards, inputs, or outputs as directed by Contracting Officer Representatives (CORs).

Material Support for Operator Lifecycle Services: The Contractor shall provide essential hardware, software, personnel, and office supplies required for executing operator lifecycle support services, ensuring coordination with SWTW/A6 for Air Force laptops/computers when needed.

Comprehensive Data Management: Activities champion the cause of Special Warfare data, the Contractor leads the charge in comprehensive data management, safeguarding the integrity and accessibility of crucial information. In doing so, the objective is clear to empower the SWTW mission by providing a secure and optimized foundation for data-driven decision-making. This encompasses the meticulous development and maintenance of data on a Government cloud, aligning with the overarching goal of enhancing the Special Warfare Training Wing's operational capabilities.

**Task 2-SECURITY AUTHORIZATION AND OVERSIGHT SUPPORT SERVICES:** This task objective is to ensure the secure and authorized operation of SWOLE by obtaining and maintaining ATO, complying with any other needed compliance areas. adhering to RMF processes and producing necessary artifacts to support ongoing authorization and compliance.

Authorization to Operate (ATO) Guidelines for SWOLE Software:

ATO Acquisition and Maintenance: The Contractor has 730 business days from award to obtain an approved ATO, covering associated cyber and legal compliance areas for the SWTW software platform functioning as SWOLE. If no existing ATO is present, it's the Contractor's responsibility to acquire and maintain ATO compliance annually or as per MAJCOM requirements. Delays due to Government coordination must be communicated in Monthly Status Reports, and extensions can be requested and submitted in writing to the Government COR, Contracting Officer and PM. The Government will review and provide

a written approval with thirty (30) days of the submission of the request. The Government does not guarantee any automatic approval of ATO extensions; approval will be made on a case-by-case basis.

The Contractor has 780 business days from award to have an approved ATO if one does not already exist for the current SWTW software platform that functions as SWOLE. The Government understands that Government coordination is necessary in obtaining ATO, and any delays due to Government coordination must be communicated in the Monthly Status Reports. The Contractor shall provide personnel to perform ISSM and ISSO responsibilities for the SWOLE to develop an RMF A&A package IAW DODI 8510.01 to include RMF Steps 1-6. RMF Step 1-Categorize, Step 2- Select, and Step 3-Implement will be completed in order (some items concurrently at Government discretion) to receive a valid authorization decision, and Step 6, Continuous Monitoring, will be conducted on an ongoing basis to maintain a positive security posture. RMF Step 4, Assess Security Controls and Step 5, Authorize Information System are inherently performed by the AETC RT&E AO Support Staff, but the Contractor may be involved in responding to the staff should questions or concerns arise when performing these steps.

Role Responsibilities in ATO Development: The Contractor is accountable for ISSM and ISSO duties concerning SWOLE's RMF A&A package development according to DODI 8510.01 [DoDI 8510.01, "Risk Management Framework for DoD Systems," July 19, 2022 \(whs.mil\)](#), including RMF Steps 1-6. Notably, the Contract shall complete Steps 1-3 sequentially, while Steps 4-6 involve joint efforts with AETC Research, Test and Evaluation Authorizing Official (RT&E AO) Support Staff.

RMF Steps Breakdown:

**RMF Step 1 Initiate and Plan A&A and RMF Step 1 - Categorize System**

The Government SWTW Program Manager will ensure system IT type has already been determined and is registered in the Information Technology Investment Portfolio System (ITIPS) /DoD/AF directed cybersecurity management tool, e.g., eMASS. The Contractor shall coordinate with the Government PM in categorization of the system IAW Committee on National Security Systems (CNSS) 1253 which will determine the Confidentiality, Integrity, and Availability (CIA) impact [CNSSI\\_No1253.pdf \(dcsa.mil\)](#). The Contractor shall describe the system (including system boundary) and document the description and categorization in the Security Plan.

The Contractor shall assemble a list of personnel and their RMF roles in the A&A process (Stakeholder List). The Contractor shall document RMF team member assignments in the security plan within the DoD/AF directed cybersecurity management tool, e.g., eMASS system.

**RMF Step 2 - Select Security Controls:**

The Contractor shall select an initial set of baseline security controls and relevant overlays for the Information System IAW DoDI 8510.01, RMF for DoD IT, and AFI 17-101, RMF for Air Force IT.

The Contractor shall develop and document a system-level strategy for continuous monitoring of employed security controls effectiveness within or inherited by the system, and monitoring of any proposed or actual changes to the system and its operational environment. The strategy must include the plan for annual assessments of a subset of implemented security controls, and the level of independence required of the assessor (e.g.,

ISSM or SCA). The breadth, depth, and rigor of these annual assessments shall be reflective of the security categorization of the system and threats to the system. The system-level continuous monitoring strategy must conform to all applicable published DoD enterprise-level, AF-level, and organization-level continuous monitoring strategies.

Once the AO (or Government designee) reviews and approves the security plan and system-level continuous monitoring strategy the ISSM shall move on to Step 3.

### **RMF Step 3 - Implement Security Controls:**

The Contractor shall implement the security controls specified in the security plan IAW DoD and AF implementation guidance (IAW DODI 8510.01 and eMASS).

The Contractor shall document the security control implementation IAW DoD and AF implementation guidance in the Security Plan, providing a description of the control implementation (including planned inputs, expected behavior, and expected outputs) if not IAW the guidance. Use the RMF Knowledge Service for specific control documentation requirements, including required artifacts, templates, and best practices.

The Contractor shall identify and have associated compliance status provided by hosting or connected systems for Security controls that are available for inheritance (e.g., common controls) by enclaves, ISs and PIT systems.

For systems with interconnections, the Contractor shall develop an Interconnection Security Agreement (ISA) (or an equivalent document) IAW NIST SP 800-47, Security Guide for Interconnecting Information Technology Systems, to document the technical requirements of all interconnections to the system ([NIST SP 800-47, Security Guide for Interconnecting Information Technology Systems](#)). The ISA also supports a Memorandum of Understanding or Agreement (MOU/A between the systems.

The Contractor shall submit the A&A package to the Government PM for assessment and authorization.

### **RMF Step 4 - Monitor Security Controls:**

The Contractor shall work with system Information System Security Officer (ISSO) and other Cybersecurity team members to determine impact of changes to the system and environment and conduct any needed remediation.

The Contractor shall assess security controls as determined by the previously developed continuous monitoring strategy and update security plan, Security Assessment Report (SAR) and POA&M as required.

The Contractor shall maintain a persistent state of awareness for the security posture of assigned systems and report security status to Contracting Officer Representative (COR) as needed.

The Contractor shall, at the direction of the ISO, implement system decommissioning strategy.

Contractor Training and Certification: The Contractor shall ensure that personnel accessing information systems and having elevated privileges (Administrator Permissions). System Administrators, Service Desk personnel, etc. or performing information assurance



functions Information System Security Manager (ISSM), Information System Security Officer (ISSO), System Architect, System Engineer, etc.) shall have the proper and current information assurance certification IAW DoD 8570.01-M, Information Assurance Workforce Improvement Program and Air Force Manual (AFMAN) 17-1303, Cybersecurity Workforce Improvement Program [8570 to 8140 Transition \(cyber.mil\)](#) .The Contractor shall meet the applicable information assurance certification requirements, including:

- DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M and AFMAN17-1303\_AFGM2016-01, 1 November 2016.

The Contractor personnel are required to possess the skills necessary to support the minimum requirements of the labor category under which they are performing and the training necessary to meet minimum requirements of the requirements of this PWS and subsequent award; and will not be paid for by the Government or charged to the subsequent award. The Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

Assess and Authorize (A&A): The Contractor shall produce the required artifacts to fully support AETC to satisfy AETC Recruit, Train & Educate (RT&E) Risk Management Framework (RMF) A&A configuration documentation and process responses to sustain, integrate, and upgrade SWOLE A&A decision. The Contractor shall maintain the SWOLE A&A Authorization to Operate (ATO) IAW the prescribed Continuous Monitoring Strategy. The Contractor shall work with the assigned AETC Security Control Validator (SCV) to support deliveries for each product and/or document IAW the RMF. The Air Force implementation of RMF is an evolving process and as such the Contractor shall work with the SWOLE Program Manager and assigned Security Control Validator (SCV) to adhere to those standards per AF guidance. The Contractor shall:

- Maintain the systems configuration conditions, as required by the A&A decisions providing the ATO and the Authority to Connect (ATC).
- Establish a quality control methodology and guides to ensure software sustained within SWOLE meets all specifications and required DoD standards. The Contractor must submit a test plan to SWOLE for approval prior to conducting quality control testing for all software products. For example: Run required DISA Security Technical Implication Guide (STIGs) and produce STIG checklists, in coordination with the assigned SWOLE ISSMs, ISSOs and SCV.
- Perform software testing to ensure SWOLE software meets all specifications, DoD standards, and user needs.
- Document all discovered software bugs and provide recommended fixes or generate business rules that can be considered by the CCB as a work around. For example: Work with the local Com Focal Point and SWOLE POCs to schedule Assured Compliance Assessment Solution ACAS scans and apply patches to identified vulnerabilities; Produce, track, and implement Plan of Action and Milestones (POA&M) approved by the AF Authorizing Official (AO) and/or assigned SCV; and Participate in Government Program Management Reviews (PMRs) regarding IA tasks (e.g., accomplishment, plans, and issues).

The Contractor support shall be IAW the RMF process as implemented by the Air Force



using the Enterprise Mission Assurance Support Service (eMASS) SWOLE System Security Plan, and the required Continuous Monitoring Strategy. All Severity Category (CAT) Compliance requirements shall be incorporated, mitigated, and documented as an eMASS RMF Plan of Action and Milestone (POA&M).

Information Assurance Advisory Support: The Contractor shall review, coordinate, and recommend IA standards and protocols for cost effective application IAW the DoD Defense in Depth strategies and supporting documentation as specified in the individual tasks. The contractor shall provide hands-on experience and technical expertise in the use and analysis of a variety of IA guides, tools, and products.

Application IA: For those solutions that will be deployed to Infrastructure as a Service (IaaS), Platform as a Service (PaaS) or similar environments, and thus inherit existing network security controls, application security assurance is required at the Application layer of the Transmission Control Protocol/Internet Protocol (TCP/IP) DoD Model. The Contractor shall ensure that all application deliverables adhere to Public Law 111-383, which states the general need for software assurance. Specifically, the Contractor shall ensure that all application deliverables comply with Defense Information Systems Agency (DISA) Application Security Development Security Technical Implementation Guide (STIG), which includes the need for source code scanning to mitigate vulnerabilities associated with SQL injections, cross-site scripting, and buffer overflows. The Contractor shall also support activities and meet the requirements of DoDI 8520.02, Public Key Infrastructure (PKI) and Public Key (PK) Enabling, in order to achieve standardized, PKI-supported capabilities for biometrics, digital signatures, encryption, identification and authentication.

Cyber Security for Third Party Software: The Contractor shall review the cyber security/information assurance of any third-party software or drivers they deem as operationally required for SWOLE. The Contractor shall include any risk and mitigations in the security evaluation of the program, appropriately labeled as third-party Contractor risk.

A&A and Continuous Maintenance: The Contractor shall ensure A&A documentation meets AETC RT&E RMF standards, maintain ATO adherence to Continuous Monitoring Strategy, and collaborate with SCV for deliveries and adherence to evolving AF RMF standards.

Quality Control and Assurance: The Contractor shall establish and execute quality control methodologies, perform required testing, document software bugs, and execute fixes or workarounds. The Contractor shall Coordinate with local points of contact for scans and patch applications and manage POA&M under AO/SCV guidance.

Information Assurance Advisory Support: The Contractor shall review, coordinate, and recommend IA standards cost-effectively, providing technical expertise and hands-on experience using various IA tools and products.

Application IA and Cybersecurity for Third Party Software: The Contractor shall ensure compliance with DISA STIGs for application security, considering Public Law 111-383 requirements [STIGs Document Library – DoD Cyber Exchange](#). Additionally, review and evaluate third-party software for security risks and mitigations.

**Task 3-RISK MANAGEMENT FRAMEWORK IMPLEMENTATION SUPPORT SERVICES:**

The objective of this task is to implement and sustain the RMF, from system categorization to continuous monitoring, ensuring that security controls are effectively selected, implemented, and monitored throughout the lifecycle of SWOLE.

**Task 4-QUALITY CONTROL, SOFTWARE SUSTAINMENT, CYBER SECURITY:**

The objective of this task is to safeguard the integrity of SWOLE through robust quality control methodologies, software testing, and compliance with cybersecurity standards, ensuring the secure and efficient operation of the system while adapting to evolving cybersecurity landscapes.

**Task 5-IT PROGRAM AND PROJECT MANAGEMENT OPERATIONAL SUPPORT SERVICES:**

The objective of this task is to ensure the seamless integration, strategic alignment, and effective oversight of Information Technology (IT) initiatives within the Special Warfare Training Wing (SWTW) through comprehensive IT Program and Project Management. This task aims to optimize IT investments, enhance compliance with regulatory frameworks, and facilitate coordination across projects, ensuring strategic goals are met, risks are mitigated, and resources are efficiently utilized. By leveraging advanced portfolio management practices, this objective seeks to enhance transparency, reduce redundancy, and maximize the return on IT investments, ultimately supporting the mission and objectives of the Air Force and the Special Warfare Training Wing.

The Contractor has 260 business days to complete Information Technology Investment Portfolio Suite (ITIPS) for SWOLE and HPS technology equipment. Delays due to government coordination must be communicated in Monthly Status Reports, extensions can be requested and submitted in writing to the Government COR, Contracting Officer and PM. The Government will review and provide a written approval with thirty (30) days of the submission of the request. The Government does not guarantee any automatic approval of extensions; approval will be made on a case-by-case basis.

Strategic Alignment and Compliance: The Contractor will align IT investments with Air Force goals and objectives, ensure compliance with regulatory frameworks and standards, and manage Information Technology business cases and portfolio.

Capital Planning and Investment Oversight and IT Portfolio Management: The Contractor shall integrate strategic planning, risk management, and decision support, participate in annual assessments and decision support processes, implement Capital Planning and Investment Control principles.

Performance Monitoring and Reporting: The Contractor shall monitor project performance against baselines, register and enter relevant data into ITIPS, generate information for Organizational Execution Plans, provide timely progress slides, meeting minutes, and reports.

Project Oversight and Coordination: The Contractor shall participate in project kickoff and progress meetings for clear communication, identify project personnel, roles, milestones, and timelines, facilitate coordination through teleconferences, meetings, and email, and ensure effective data gathering and familiarity with project expectations.

**Task 6-SURGE SUPPORT SERVICES:**

The Contractor shall provide surge support services as a defined line item that is used to add additional resources or services in the event of an unexpected surge in demand. A surge CLIN provides the Government with the ability to quickly and easily obtain additional resources if needed without having to renegotiate the entire subsequent award.

**3.7 Service Operation:**

The Contractor shall be responsible for service operations in support of the Special Warfare Operator Lifecycle Enterprise - SWOLE:

- **Event Management:**
  - The Contractor shall coordinate with the software as a service (SaaS) provider to identify information technology (IT) events.
  - The Contractor shall establish procedures to collect data as able when the event does not allow data input to be accomplished to SWOLE to include inputting the data into the system within forty-eight (48) after event resolution.
- **Incident Management:**
  - The Contractor shall develop a strategy to address IT incidents (loss of service). This will include trouble shooting the incident and coordination with the Government and/or the Contractor (Fusion Sport) to restore service.
- **Problem Management:**
  - The Contractor shall log all events and incidents to determine if there is a trend (problem).
  - The Contractor shall develop a strategy to address IT incidents (loss of service). This will include trouble shooting the incident and coordination with the Government and/or the Contractor (Fusion Sport) to restore service.
- **Service Request Fulfillment:**
  - The Contractor shall develop a workflow, approved by Government, to process IT service requests. The workflow will include **Tier 0** – Allows users to access and resolve information on their own rather than have to contact a local Helpdesk or Service Desk for resolution. **Tier 1** – Initial level to receive customer support requirements and elevate as required. Responsible for basic customer issues such as account creation, password resets, and basic use. **Tier 2** – More in-depth technical support which requires experience and knowledge of SWOLE. **Tier 3** – Requires coordination with the SaaS vendor, Fusion Sport, to resolve.
- **Identity Management:**
  - The Contractor shall develop a process on granting authorized users the right to use the SaaS, while preventing access to non-authorized users.
  - The Contractor shall establish an access management process of identifying, tracking, controlling, and managing authorized or specified users' access to the system.

**3.8 System Improvements:**

The Contractor shall work with the SWTW/Operational Commands through their Contract Manger to maintain situational awareness on changes to requirements and existing system change i.e. change management, that would increase or decrease the overall effectiveness

of the system. Suggestions for improvement and changes to the program shall be coordinated with the Government COR. Any Contractor recommendations for improvement and changes will be directed to the Government COR for consideration.

3.9 Urgent Changes and New Requests:

When urgent system changes are required, the Contractor shall work with the COR who will coordinate at the wing level to ensure priorities are met. The Contractor shall develop or revise system standards, inputs, or outputs in response to each urgent change issued by the Government COR on an as-required basis. Urgent changes override normal revisions, updates, and development of standard program changes.

3.10 Material Requirement:

The Contractor shall provide the hardware, software, personnel and office supplies not otherwise provided by the Government and necessary to execute operator lifecycle support services outlined in this PWS and subsequent award.

3.11 Data Management:

The Contractor shall be responsible for all aspects associated with the PWS and subsequent award data management for Special Warfare. The Contractor shall develop and maintain all PWS and subsequent award required data on a Government cloud. All data created and maintained for this PWS, and subsequent award is owned by the Government with unlimited data rights. Upon termination of the subsequent award, the Contractor has thirty (30) days to provide all data to the Government COR via data transfer device or DoD Drop Safe, as requested. All requests for data release or disclosure must be approved by SW Commander (O-6) Level or delegated representative. For the purposes of this PWS and subsequent award the Special Warfare Training Wing Commander or their designated representative is the approval authority.

The Contractor is not authorized to use any data for any purposes outside contracted program support without the authorization of the SW Commander (O-6) or delegated representative.

The Government will establish guidance to authorize and approve users to access data based on their job- specific mission and specific need-to-know requirements.

3.12 IT Program Management Support:

The Contractor will have 260 business days to accomplish Information Technology Investment Portfolio Suite (ITIPS) for equipment associated with HPS technology. The Government understands that Government coordination is necessary in ITIPS registrations, and any delays due to government coordination must be communicated in the Monthly Status Reports. Extensions can be requested and submitted in writing to the Government COR, Contracting Officer and PM. The Government will review and provide a written approval with thirty (30) days of the submission of the request. The Government does guarantee any automatic approval of extensions; approval will be made on a case-by-case basis.

Portfolio Management Concepts:

The Contractor shall be aware that the system needs to be maintained in the ITIPS to remain an AF level program as stipulated below:

- Information Technology investments shall be managed as portfolios to ensure these investments support the Air Force's vision, mission, and goals; ensure

efficient and effective delivery of capabilities to the warfighter; and maximize return on investment to the enterprise. All Information Technology investments must be approved through the appropriate DoD decision support and Air Force corporate structure process. Once approved, all Information Technology investments will be registered in ITIPS by the program or project manager with assistance provided by the Portfolio Manager (or an equivalent system for Special Access Programs).

- Portfolio Management and Capital Planning and Investment Control Objectives. The overarching objective of IT Portfolio Management is to ensure Information Technology investment decisions take into account integration, coordination and synchronization of capability requirements to Information Technology investments. Portfolio management requires collection and sharing of data within and across organizations, employing cross- departmental teams, and identification and promulgation of best practices and lessons learned. Additionally, Portfolio Management ensures that proper evaluation of the capability demand (both warfighting and non-warfighting) is balanced against resource constraints, risks are identified and assessed, and possible trade-offs are identified to Air Force decision- makers (SAF/CIO A6, Headquarters Air Force Functionals, Portfolio Owners) and leverage buying power. Other Portfolio Management objectives are as follows:
  - Demonstrate and document clear alignment of the Information Technology Portfolio to Air Force’s mission and business objectives and with the strategic and tactical goals specified in the Information Dominance Flight Plan and the Air Force Strategic Master Plan.
  - Ensure sufficient and appropriate business planning and justification in the selection and control of Air Force Information Technology investments.
  - Improves transparency of requirements across the DoD
  - Reduces the proliferation of redundant business arrangements for acquiring similar services and increases awareness of alternative business arrangements that may be better suited to particular needs.
  - Capital Planning and Investment Control, as a whole, integrates strategic planning,

Enterprise Architecture, cybersecurity, budgeting, portfolio management, risk management and acquisition management of Information Technology investments. These factors are evaluated throughout the life cycle of an investment through selection, control, and evaluation.

- The funding of investments within the portfolios is the result of the complementary application of Capital Planning and Investment Control principles within the Joint Capabilities Integration and Development System (requirements) and Defense Acquisition System (acquisition), or Business Capability Acquisition Cycle (requirements and acquisition for Defense Business Systems) and Planning, Programming, Budgeting and Execution (resourcing) processes.

#### Portfolio Governance:

The Contractor shall be aware that the system needs to be maintained in the ITIPS to remain an AF level program as stipulated below:

- Portfolios of Information Technology investments must be managed using Capital Planning and Investment Control and will utilize, to the maximum extent possible, the DoD governance structure and key processes to address Mission Areas and their aligned Functional capability areas. The primary DoD decision support processes are the processes of the Joint Capabilities Integration and Development



System, Defense Acquisition System, Business Capability Acquisition Cycle and Planning, Programming, Budgeting and Execution.

- All Information Technology investments will be assessed annually using the Information Technology investment selection, control, and evaluation reviews, depending on where in the life cycle an Information Technology investment is through DoD decision support processes and the governance structures described in this instruction.
- All Mission Areas and aligned Functional capability areas will be managed and governed using an integrated approach based on the Air Force Enterprise Architecture capability goals and objectives, principles, rules, activities, processes, services, standards, and performance measures (reference Air Force Instruction 17-140, Air Force Architecting).

#### Information Technology Investment Portfolio Suite (ITIPS)

- The Information Technology Investment Portfolio Suite, referred to as ITIPS, is the Air Force's enterprise authoritative source for Information Technology portfolio management and is used to report both Information Technology compliance and budget. For Information Technology compliance, these functions include processes for Information Technology Registration, Privacy Act, Federal Information Security Modernization Act, Clinger-Cohen Act, Paperwork Reduction Act, eGovernment Act, Records Management, Chief Financial Officer, Standard Financial Information Structure, Section 508 of the Rehabilitation Act, interoperability, infrastructure, information collections, National Defense Authorization Act, Business Enterprise Architecture, Business Process Reengineering, IPv6, Enterprise Service Program/Project and Enterprise Technical Program/Project. For Information Technology budget reporting, ITIPS includes the Budget Estimate Submission and Presidential Budget activities. ITIPS supports data flow via an interface to the DoD's Information Technology Portfolio Repository (DITPR) system. ITIPS also optimizes the information technology budget and compliance processes, enables automation to the fullest extent possible and provides robust analytical capabilities.
- The ITIPS tool is utilized by all key stakeholders. Information Technology investment

Program Managers utilize ITIPS to document compliance status and Information Technology Budget execution information for individual investments. Portfolio Owners and Managers utilize ITIPS to manage activities across their portfolio in regard to Capital Planning and Investment Control and Information Technology investment management processes. The SAF/CIO A6X staff utilizes the inherent data integration and analytics of ITIPS to simplify, improve and standardize portfolio management activities to deliver capabilities to Functional customers across the Air Force. The investment administrative stakeholders of Information Technology investments must have accounts in ITIPS in order to manage their programs and/or portfolios.

- All equipment, interconnected systems or subsystems of equipment as defined by this publication as Information Technology investments (see Attachment 1) must be reported in ITIPS so that they can be reported in the Information Technology budget. Exceptions to reporting Information Technology investments are defined in accordance with the DoD Financial Management Regulation, 7000.14R, Volume 2B, Chapter 18, paragraph 180102.D. Specific guidance for data entry into ITIPS is distributed to the field each budget cycle from SAF/CIO A6X, Information Technology Budget Branch.



### Contractor/Program Manager Roles and Responsibilities

- The Contractor, under the supervision of the Program Manager, will assist the with performing tasks related to the following areas:
- Except for programs of record, prepare Information Technology business cases and assist with managing Information Technology investments in accordance with guidance from SAF/CIO A6 and associated best practices.
- For programs of record, assist with conducting a business case analyses in accordance with Air Force Instruction 63-101/20-101.
- For development, modernization, or enhancement projects, or those in mixed life cycle, use an appropriately compliant American National Standards Institute Standard 748 earned value management system to assist with collecting government earned value data and merging that data with any contractor's earned value data for a full picture of the Information Technology investment performance when applicable. For programs of record, assist with earned value management (where required) per DoD Instruction 5000.02 or 5000.75.
- For programs of record, assist with performing an Integrated Baseline Review in accordance with DoD Instruction 5000.02 or 5000.75 requirements.
- Conduct periodic Compliance and Surveillance Reviews to ensure any Contractor's earned value management system is appropriately compliant with Electronic Industries Alliance 748 criteria and follows its guidelines. For programs of record, assist with addressing Compliance and Surveillance Reviews per DoD Instruction 5000.02 or 5000.75.
- Assist the Program Manager with active participation in DoD decision support processes as appropriate and integrate Portfolio Management/Capital Planning and Investment Control criteria into deliverables. For programs of record, assist the Program Manager with addressing per DoD Instruction 5000.02 or 5000.75.
- Monitor the project to determine if assets are performing within baseline cost and are projected to meet schedule and performance goals. For programs of record, operational analyses will be addressed with an acquisition strategy by the Program Manager per DoD Instruction 5000.02 or 5000.75.
- Register and enter applicable Information Technology investment, compliance, and financial data in accordance with SAF/CIO A6 and Information Technology governance forum directives into ITIPS.
- Generate information necessary to support the Air Force Organizational Execution Plans (for Business Mission Area systems).
- Perform an annual review of Information Technology investment submissions in ITIPS for accuracy and completeness.
- Review and correct all budget and PM detail and maintain supporting documentations
- Obtain the Defense Business Systems Management Committee approval to purchase IT prior to obligating funds, and/or obtain approval of a DBS modernization that has a total system modernization greater than \$1M, for all appropriations including O&M through the FYDP

### 3.13 Project Management:

The Project Management (PM) task is required for oversight of the base and all other tasks. This PM task includes participating in a kickoff meeting with the designated SWTW Points of Contact (POCs) to discuss the work requirements. During the meeting, the process, decision makers, objectives and deliverables shall be discussed. The purpose of the meeting shall be for the Contractor to become familiar with expectations and to begin preliminary

data gathering. The Contractor PM shall be required to identify the names of personnel and their involvement in the project and an overall project layout identifying project milestones and projected start and completion dates. The Contractor shall prepare and submit a meeting agenda and meeting minutes as described in Attachment 3 - List of Deliverables and the Performance Requirements Summary.

Coordination and technical interchange via teleconferences, in-person meetings and through e-mail with SWTW personnel, other Contractor personnel and federal, state, and local regulators is anticipated. The Contractor shall be responsible for taking notes and preparing progress slides, meeting minutes and reports for all working group meetings, command briefings and conferences. Conference reports must be furnished within five (5) days of the conference for concurrence prior to distribution.

3.14 Contractor Quality Control Requirements:

This PWS and subsequent award is for performance based commercial services. The Contractor shall develop and maintain a quality process to ensure services are performed in accordance with commonly accepted commercial practices and existing quality control systems throughout the life of the order.

The Contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. However, the Government reserves the right to perform inspections on services provided to the extent deemed necessary to protect the Government's interests. The Contractor must control the quality of the services and deliverables provided in support of this task; the Contractor must maintain substantiating evidence that services conform to this PWS and subsequent award quality requirements and furnish such information to the Government upon request.

The Contractor shall establish and maintain a complete Quality Control Plan (QCP) to ensure the services are performed in accordance with this PWS and commonly accepted commercial practices, throughout the life of the subsequent award. The QCP shall include a Quality Control Matrix (QCM) that addresses all deliverables in **Table One - List of Deliverables and Table Two - Performance Requirements Standards**. The QCM shall reflect the method by which the Contractor will meet the level of required performance and quality reflected in Appendix G (Quality Assurance Surveillance Plan).

[End of Section Part III]

## **PART IV – PWS APPENDIX AND ATTACHMENT LIST**

### **APPENDIX A – DEFINITIONS AND ACRONYMS**

#### **1.0 Definitions and Acronyms:**

##### 1.1 Definitions:

###### 1.1.1 Contractor:

A supplier or vendor awarded a task order to provide specific supplies or service to the Government. The term used in this PWS, and subsequent award refers to the Prime.

###### 1.1.2 Contracting Officer:

A person with authority to enter, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

###### 1.1.3 Contracting Officer's Representative:

An employee of the U.S. Government appointed by the Contracting Officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor if that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

###### 1.1.4 Defective Service:

A service output that does not meet the standard of performance associated with the Performance Work Statement.

###### 1.1.5 Deliverable:

Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

###### 1.1.6 Key Personnel:

Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a task listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

###### 1.1.7 Physical Security:

Actions that prevent the loss or damage of Government property.

###### 1.1.8 Quality Assurance:

The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

###### 1.1.9 Quality Assurance Surveillance Plan:

An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

- 1.1.10 **Quality Control:**  
All necessary measures taken by the Contractor to assure that the quality of a product or service shall meet PWS requirements.
- 1.1.11 **Subcontractor:**  
One that enters a task order with a prime Contractor. The Government does not have privity of task order with the Sub-Contractor.
- 1.1.12 **Workday:**  
The number of hours per day the Contractor provides services in accordance with the contract.
- 1.1.13 **Work Week:**  
Monday through Friday, unless specified otherwise.

## 2.0 **Acronyms:**

ACOR	Alternate Contracting Officer's Representative
CFR	Code of Federal Regulations
CO	Contracting Officer
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
FAR	Federal Acquisition Regulation
GFE	Government Furnished Equipment
GFP	Government Furnished Property
HIPAA	Health Insurance Portability and Accountability Act of 1996
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TITO	Transition In/Transition Out
TE	Technical Exhibit

[End of Appendix A]

## PART IV – PWS APPENDIX AND ATTACHMENT LIST

### APPENDIX B – APPLICABLE PROVISIONS and CLAUSES

#### 1. Provisions Incorporated By Reference:

In addition to the applicable provisions contained in **GSA Schedule TBD** and this PWS the following FAR provisions are included for added emphasis of their applicability:

52.204-7	System for Award Management
52.204-16	Commercial and Government Entity Code Reporting
52.207-6	"Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)"
52.209-7	Information Regarding Responsibility Matters
52.209-12	Certification Regarding Tax Matters
52.212-1	Instructions to Offerors—Commercial Items
52.212-2	Evaluation-Commercial Items
52.212-3	Offeror Representations and Certifications—Commercial Items
52.212-3	Offeror Representations and Certifications—Commercial Items--Alternate I
52.216-27	Single or Multiple Awards
52.216-28	Multiple Awards for Advisory and Assistance Services
52.216-31	T&M/LH Proposal Requirements—Commercial Item Acquisition
52.217-3	Evaluation Exclusive of Options
52.217-4	Evaluation of Options Exercised at Time of Task order Award
52.217-5	Evaluation of Options
52.219-31	Notice of Small Business Reserve
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
52.226-3	Disaster or Emergency Area Representation
52.252-5	Authorized Deviations in Provisions
52.212-2	Evaluation—Commercial Items
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.204-17	Ownership or Control of Offeror
52.204-20	Predecessor of Offeror
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.223-1	Biobased Product Certification
52.223-4	Recovered Material Certification
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation
52.204-26.1	Covered Telecommunications Equipment or Services—Representation

#### 2. Clauses Incorporated By Reference:

In addition to the applicable clauses contained in **GSA Schedule TBD** and this PWS the following FAR clauses are included for added emphasis of their applicability:

52.203-3	Gratuities
52.203-6	Restrictions on Subcontractor Sales to the Government--Alternate I
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct

52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements (Mar 2021)
52.204-4	Printed or Copied Double-sided on Postconsumer Fiber Content Paper (May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-13	System for Award Management Maintenance
52.204-14	Service Contract Reporting Requirements
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts
52.204-18	Commercial and Government Entity Code Maintenance
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Dec 2019)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, in all solicitations and contracts. (Aug 2019)
52.204-26	Covered Telecommunications Equipment or Services-Representation (Dec 2019)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)
52.212-4	Contract Terms and Conditions—Commercial Items--Alternate I
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items
52.216-18	Ordering
52.216-19	Order Limitations
52.216-20	Definite Quantity
52.216-21	Requirements
52.216-22	Indefinite Quantity
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of the Contract
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns
52.219-6	Notice of Total Small Business Set-Aside
52.219-7	Notice of Partial Small Business Set-Aside
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.219-11	Special 8(a) Contract Conditions
52.219-12	Special 8(a) Sub-contractor Contract Conditions
52.219-13	Notice of Set-Aside of Orders
52.219-14	Limitations on Subcontracting
52.219-16	Liquidated Damages - Subcontracting Plan
52.219-17	Section 8(a) Award
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
52.219-28	Post-Award Small Business Program Re-representation
52.219-29	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns



- 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program
- 52.219-32 Orders Issued Directly Under Small Business Reserves
- 52.219-33 Non-Manufacturer Rule
- 52.222-3 Convict Labor
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Veterans
- 52.222-36 Equal Opportunity for Workers with Disabilities
- 52.222-37 Employment Reports on Veterans
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
- 52.222-41 Service Contract Labor Standards
- 52.222-42 Statement of Equivalent Rates for Federal Hires
- 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts)
- 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment
- 52.222-50 Combating Trafficking in Persons
- 52.222-50 Combating Trafficking in Persons--Alternate I
- 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
- 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements
- 52.222-54 Employment Eligibility Verification
- 52.222-55 Minimum Wages Under Executive Order 13658
- 52.222-62 Paid Sick Leave Under Executive Order 13706
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Items
- 52.223-10 Waste Reduction Program (May 2011)
- 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
- 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners
- 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment
- 52.223-14 Acquisition of EPEAT®-Registered Televisions
- 52.223-15 Energy Efficiency in Energy-Consuming Products.
- 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products
- 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.223-20 Aerosols
- 52.223-21 Foams
- 52.224-3 Privacy Training
- 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
- 52.225-26 Contractors Performing Private Security Functions Outside the United States
- 52.226-4 Notice of Disaster or Emergency Area Set-Aside
- 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area

52.227-21	Technical Data Declaration, Revision and Withholding of Payment - Major Systems (May 2014)
52.232-18	Availability of Funds. (April 1984)
52.232-19	Availability of Funds for the Next Fiscal Year. (April 1984)
52.232-33	Payment by Electronic Funds Transfer—System for Award Management
52.232-34	Payment by Electronic Funds Transfer—Other than System for Award Management
52.232-36	Payment by Third Party
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-3	Protest after Award
52.233-4	Applicable Law for Breach of Contract Claim
52.239-1	Privacy or Security Safeguards
52.242-5	Payments to Small Business Subcontractors
52.245-1	Government Property
52.245-1	Government Property
52.245-9	Use and Charges
52.252-6	Authorized Deviations in Clauses
252.201-7000	Contracting Officer’s Representative (Dec 1991)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
252.245-7002	Reporting Loss of Government Property (Jan 2021)
252.245-7003	Contractor Property Management System Administration (Apr 2012)
252.245-7004	Reporting, Reutilization, and Disposal (Dec 2017)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023)

### 3. **Clauses and Provisions Incorporated by Full Text:**

In addition to the applicable provisions and clauses contained in **GSA Schedule TBD** and this PWS the following FAR clauses (in full text) are included for added emphasis of their applicability:

**52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011).** (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government. (1) When no longer needed for contract performance. (2) Upon completion of the Contractor employee’s employment. (3) Upon contract completion or termination. (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements. (d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor’s employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer. (End of Clause)

**52.204-27 Prohibition on a Byte Dance Covered Application (Jun 2023).** (a) Definitions. As used in this clause— Covered application means the social networking service TikTok, or any

successor application or service developed or provided by Byte Dance Limited or an entity owned by ByteDance Limited. Information technology, as defined in 40 U.S.C. 11101(6)—(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—(i) Of that equipment; or (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product; (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but 3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract. (b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13., (c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services. (End of Clause)

**52.217-8 Option to Extend Services.** As prescribed in 17.208(f), insert a clause substantially the same as the following: Option to Extend Services (Nov 1999) The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days. (End of clause)

**52.217-9 Option to Extend the Term of the Contract.** As prescribed in 17.208(g), insert a clause substantially the same as the following: Option to Extend the Term of the Contract (Mar 2000) (a) The Government may extend the term of this contract by written notice to the Contractor within one (1) day provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) (years) and six (6) (months). (End of clause)

**52.222-19 Child Labor-Cooperation with Authorities and Remedies (Jan 2020).** This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in - (1) Canada, and the anticipated value of the acquisition is \$25,000 or more; (2) Israel, and the anticipated value of the acquisition is \$50,000 or more; (3) Mexico, and the anticipated value of the acquisition is \$83,099 or more; or (4) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France,

Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$182,000 or more. (b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials. (c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations: (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products. (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury. (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes. (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.) (d) Remedies. (1) The Contracting Officer may terminate the contract. (2) The suspending official may suspend the Contractor in accordance with procedures in FAR subpart 9.4. (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4. (End of clause)

**52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020)** (a) Definitions. As used in this clause—Seasonal recreational equipment rental means any equipment rental in connection with seasonal recreational services. Seasonal recreational services mean services that include river running, hunting, fishing, horseback riding, camping, mountaineering activities, recreational ski services, and youth camps. United States means the 50 states and the District of Columbia. Worker—(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and—(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV); (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer. (2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c). (3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship. (b) Executive Order Minimum wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015. (2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor’s Wage and Hour Division (the Administrator) will publish annual determinations in the Federal



Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <http://www.wdol.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract. (3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit. (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment. (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. (4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause. (5) A pay period under this clause may not be longer than semi-monthly but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. (6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions. (7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof. (8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart. (9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate. (10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips. (c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker; (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered. (2) This clause does not apply to—(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts; (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements

(Construction) statute. These individuals include but are not limited to-(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a); (B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541); or (iii) Seasonal recreational services or seasonal recreational equipment rental for the general public on Federal lands, except for lodging and food services associated with seasonal recreational services, in accordance with Executive Order 13838, Exemption from Executive Order 13658 for Recreational Services on Federal Lands (3 CFR, 2018 Comp., p. 831), as implemented by the U.S. Department of Labor regulations at 29 CFR 10.4(g). (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at <http://www.dol.gov/whd/govcontracts>, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment. (e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker: (i) Name, address, and social security number; (ii) The worker's occupation(s) or classification(s); (iii) The rate or rates of wages paid; (iv) The number of daily and weekly hours worked by each worker; (v) Any deductions made; and (vi) Total wages paid. (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer. (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator. (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected. (5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law. (f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours. (g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause. (h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR Part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives. (i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause or has testified or is about to testify in any such proceeding. (j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid



wages due subcontractor workers. (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. (End of clause)

**52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017)** (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)- Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2. Employee—(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8); (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions; (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship. (2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract. Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2. Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer. Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13. Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2. United States means the 50 States and the District of Columbia. (b) Executive Order 13706. (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O. (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States. (c) Paid sick leave. The Contractor shall—(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked; (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13; (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract; (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account; (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause. (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8). (e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including— (1) Any pay and/or benefits denied or lost by reason of the violation; (2) Other actual monetary losses

sustained as a direct result of the violation; and (3) Liquidated damages. (f) Payment suspension/contract termination/contractor debarment. (1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause. (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52. (g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O.13706 and 29 CFR Part 13. (h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13. (i) Recordkeeping. (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor: (i) Name, address, and social security number of each employee. (ii) The employee's occupation(s) or classification(s). (iii) The rate or rates of wages paid (including all pay and benefits provided). (iv) The number of daily and weekly hours worked. (v) Any deductions made. (vi) The total wages paid (including all pay and benefits provided) each pay period. (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2). (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests. (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706). (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3). (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee. (xii) Any other records showing any tracking of, or calculations related to an employee's accrual or use of paid sick leave. (xiii) The relevant contract. (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave. (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4). (2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave. (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked

counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor. (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked. (4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files. (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively. (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law. (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours. (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law. (j) Interference/discrimination. (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to- (i) Miscalculating the amount of paid sick leave an employee has accrued; (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave; (iii) Discouraging an employee from using paid sick leave; (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used; (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave; (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs. (2) The Contractor shall not discharge or in any other manner discriminate against any employee for- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13; (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13; (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13. (k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is

maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment. (l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes' clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives. (m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. (End of clause)

**52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)** (a) Definitions. As used in this clause— Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product means an article that—(1) Is wholly the growth, product, or manufacture of Bahrain, Morocco, Oman, Panama, or Peru; or (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Morocco, Oman, Panama, or Peru into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. Commercially available off-the-shelf (COTS) item—(1) Means any item of supply (including construction material) that is— (i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101); (ii) Sold in substantial quantities in the commercial marketplace; and (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Component means an article, material, or supply incorporated directly into an end product. Cost of components means—(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product. Domestic end product means—(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both— (i) An unmanufactured end product mined or produced in the United States; (ii) An end product manufactured in the United States, if— (A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or (B) The end product is a COTS item; or (2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of



unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components". End product means those articles, materials, and supplies to be acquired under the contract for public use. Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws. Foreign end product means an end product other than a domestic end product. Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign. Free Trade Agreement country means Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore. Free Trade Agreement country end product means an article that- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. Israeli end product means an article that (1) Is wholly the growth, product, or manufacture of Israel; or (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners. Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. United States means the 50 States, the District of Columbia, and outlying areas. (b) Components of foreign origin. Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract. (c) Delivery of end products. 41 U.S.C. chapter 83, Buy American statute, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American-Free Trade Agreements-Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply a Free Trade Agreement country end product (other than a Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product) or an Israeli end product, then the Contractor shall supply a Free Trade Agreement country end product (other than a Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product), an Israeli end product or, at the Contractor's option, a domestic end product. (End of clause)

**52.225-5, Trade Agreements (Oct 2019).** (a) Definitions. As used in this clause- Caribbean Basin country end product—(1) Means an article that-(i) (A) Is wholly the growth, product, or

manufacture of a Caribbean Basin country; or (B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and (ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703(b). (A) For this reason, the following articles are not Caribbean Basin country end products: (1) Tuna, prepared or preserved in any manner in airtight containers; (2) Petroleum, or any product derived from petroleum; (3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and (4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles; (B) Access to the HTSUS to determine duty-free status of articles of these types is available at <https://usitc.gov/tata/hts/index.htm>. In particular, see the following: (1) General Note 3(c), Products Eligible for Special Tariff treatment. (2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000. (3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b). (4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and (2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. Designated country means any of the following countries: (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), Ukraine, or United Kingdom); (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore); (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago). Designated country end product means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product. End product means those articles, materials, and supplies to be acquired under the contract for public use. Free Trade Agreement country end product means an article that- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a



supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. Least developed country end product means an article that- (1) Is wholly the growth, product, or manufacture of a least developed country; or (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. United States means the 50 States, the District of Columbia, and outlying areas. U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. WTO GPA country end product means an article that-(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. (b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate." (End of clause)

**52.225-13, Restrictions on certain foreign purchases (Feb 2021).** (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies, or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States. (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at: <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts. (End of clause)

**52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)** (a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C.App.1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be

transported by ocean vessel are- (1) Acquired for a U.S. Government agency account; (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement; (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States. (b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels. (c)(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both- (i) The Contracting Officer, and (ii) The: Office of Cargo Preference Maritime Administration (MAR-590) 400 Seventh Street, SW Washington DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor. (2) The Contractor shall furnish the bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information: (A) Sponsoring U.S. Government agency. (B) Name of vessel. (C) Vessel flag of registry. (D) Date of loading. (E) Port of loading. (F) Port of final discharge. (G) Description of commodity. (H) Gross weight in pounds and cubic feet if available. (I) Total ocean freight revenue in U.S. dollars. (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4). (e) The requirement in paragraph (a) does not apply to- (1) Cargoes carried in vessels as required or authorized by law or treaty; (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C.2353); (3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and (4) Subcontracts or purchase orders for the acquisition of commercial items unless- (i) This contract is- (A) A contract or agreement for ocean transportation services; or (B) A construction contract; or (ii) The supplies being transported are- (A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (B) Shipped in direct support of U.S. military- (1) Contingency operations; (2) Exercises; or (3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations. (f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the: Office of Costs and Rates Maritime Administration 400 Seventh Street, SW Washington DC 20590 Phone: (202) 366-4610. (End of clause)

252.204-7020 NIST SP 800-171 DOD Assessment Requirements (JAN 2023) (a) Definitions. Basic Assessment” means a contractor’s self-assessment of the contractor’s implementation of NIST SP 800-171 that— (1) Is based on the Contractor’s review of their system security plan(s) associated with covered contractor information system(s); (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and (3) Results in a confidence level of “Low” in the resulting score because it is a self-generated score. “Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract. “High Assessment” means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that— (1) Consists of— (i) A review of a contractor’s Basic Assessment; (ii) A thorough document review; (iii) Verification, examination, and demonstration of a Contractor’s system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor’s system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and (2) Results in a confidence level of “High” in the resulting score. “Medium Assessment” means an assessment conducted by the Government that— (1) Consists of— (i) A review of a contractor’s Basic Assessment; (ii) A thorough document review; and (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and (2) Results in a confidence level of “Medium” in the resulting score. (b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract. (c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at:

<https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP80017>, if necessary. (d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) () to provide DoD Components visibility into the summary level scores of strategic assessments. (1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to for posting to SPRS. (i) The email shall include the following information: (A) Version of NIST SP 800-171 against which the assessment was conducted. (B) Organization conducting the assessment (e.g., Contractor self-assessment). (C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract— (1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and (2) A brief description of the system security plan architecture, if more than one plan exists. (D) Date the assessment was completed. (E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement). (F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171. (ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report: System Security Plan, CAGE Codes supported by this plan, Brief description of the plan architecture, Date of assessment, Total Score, Date score of 110 will achieved (2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed: (i) The standard assessed (e.g., NIST SP 800-171 Rev 1). (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)). (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan. (iv) A brief description of the system security plan architecture, if more than one system security plan exists. (v) Date and level of the assessment, i.e., medium, or high. (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement). (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171. (e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User’s Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)). (2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question. (f) Accessibility. (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at. (3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential). (g) Subcontracts. (1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf). (2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government. (3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to <mailto:webpmsmh@navy.mil> for posting to SPRS along with the information required by paragraph (d) of this clause. (End of clause)

**GSAM/R 552.217-71 Notice Regarding Option(s).** Notice Regarding Option(s) (Nov 1992) The General Services Administration (GSA) has included an option to purchase additional services and to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48CFR517.207. (End of provision)

**GSAM/R 552.238-82 Modifications (Federal Supply Schedules).** Modifications (Federal Supply Schedules) (Mar 2020) (a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s). (b) Types of modifications— (1) Additional items/additional SINs. When requesting additions, the following information must be submitted: (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINs. (ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead. (iii) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal. (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal. (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance. (vi) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety



Data. (vii) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies. (2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period if the contracting officer finds the higher price to be unreasonable when compared with the deleted item. (3) Price reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms, and conditions of the price reduction. (c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81. (d) Electronic file updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINS, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81. (End of clause)

**GSAM/R 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials (APR 2022).**

(a) Definition. Order-level materials, as used in this clause supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) of this clause are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f). (b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS. (c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b). (d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA. (1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials. (2) Order-level materials are included in the definition of the term “material” in FAR clause 52.212-4 Alternate I, and, therefore, all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials. (3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order. (4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS Contract shall not exceed 33.33%. (5) All order-level materials shall be placed under the Order-Level Materials SIN. (6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow the procedures in FAR 8.404(h). (7) To support the price reasonableness of order-level materials– (i) The Contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold. (A) One of these three quotes may include materials furnished by the Contractor under paragraph (i)(1)(ii)(A) of FAR clause 52.212-4 Alternate I. (B) If the Contractor cannot obtain three quotes, the Contractor shall maintain its documentation of why three quotes could not be obtained to support their determination. (C) A Contractor with an approved purchasing system, per FAR subpart 44.3, shall instead follow its purchasing system requirement

and is exempt from the requirements in paragraphs (d)(7)(i)(A) through (B) of this clause. (ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available. (iii) If indirect costs are approved per paragraph (i)(1)(ii)(D)(2) of FAR clause 52.212-4 Alternate I, the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer. (8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv). (9) In accordance with GSAR clause 552.238-83, Examination of Records by GSA (Federal Supply Schedules), GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the Industrial Funding Fee (IFF) and the Sales Reporting clauses of the contract. (10) Order-level materials are exempt from the following clauses: (i) 552.216-70 Economic Price Adjustment - FSS Multiple Award Schedule Contracts. (ii) 552.238-77 Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists. (iii) 552.238-81 Price Reductions. (End of Clause)

#### 4. Other Terms and Conditions:

In addition to the applicable provisions and clauses contained in this PWS, the following Terms and Conditions are included for added emphasis of their applicability:

##### 4.1 Unilateral Modifications for Funds Management:

The standard verbiage in FAR 52.212-4 (c), which is the paragraph titled "Changes," relating to "Contract Terms and Conditions – Commercial Items Clause" which states: "Changes to the terms and conditions of this task order may be made only by written agreement of the parties," is hereby tailored to allow unilateral modifications to be issued after award to obligate realign and de-obligate funding. The acceptance of the subsequent award by the Contractor constitutes written agreement of both parties that all future modifications issued for the obligation of funding will be issued by the Government CO unilaterally. The Contractor has responsibility for funds monitoring and tracking so by acceptance of this change, the Contractor is agreeing to obtain in a timely manner the unilateral modifications from GSA ASSIST 2.0 for the purpose of ensuring that funding totals are not exceeded and to ensure the Contractor's responsibility for tracking and reporting deficits in funding can be accomplished per the terms of the PWS.

##### 4.2 De-Obligation of Funding After No Response:

After three (3) attempts to contact the Contractor with no response, and after fourteen (14) days from initial contact, the Government reserves the right to de-obligate funding to process subject modification(s).

##### 4.3 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 60 days, the charges to the Government will exceed 75% of the obligated funds. The notice shall state the estimated amount of additional funds required to complete performance of this PWS and subsequent award. 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 order.

4.4 Applicability of Terms and Conditions from the Base Contractual Vehicle:

All applicable terms and conditions from the Contractor's basic GSA Schedule Contract/ Blanket Purchase Agreement (BPA), Indefinite Delivery Indefinite Quantity (IDIQ) Contract, and the additional terms of this PWS and subsequent award, call order, or subtask shall become legally binding upon the Contractor at the time of award and through the period of performance.

4.5 Unilateral Close Out Modifications:

FAR clause 52.212-4(c) is hereby amended as follows: After three (3) attempts to contact with no response, the Government reserves the right to issue unilateral close out modifications to close out commercial contractual agreements. The Government also reserves the right under the unilateral close out modification to de-obligate money after full payment has been made to the Contractor for their services/materials under this order. Note: The Government reserves the right to closeout any order with or without the final release of claims.

4.6 Three (3) Notice Limit for Close Out:

After three (3) attempts to contact the Contractor with no response, and after fourteen (14) days from initial contact, the Government reserves the right to unilaterally closeout the subsequent award.

**\*\*Special Note\*\*** The Government reserves the right to closeout any order with or without the final release of claims.

[End of Appendix B]

## PART IV – PWS APPENDIX AND ATTACHMENT LIST

### APPENDIX C – EVALUATION CRITERIA FOR AWARD

**FAR 52.212-2 Evaluation-Commercial Items (Oct 2014):** (a) The Government will award a task order resulting from this solicitation to the responsible Contractor whose offer conforms to the PWS requirements and will be the most advantageous to the Government, price and other factors considered. The following factors, listed in descending order of importance, shall be used to evaluate of all offers: (i) Technical Management Approach (TMA); (ii) Previous Experience and (iii) Price.

**Technical Management Approach (TMA) and Previous Experience (PE)**, when combined, are significantly more important than price. As the difference in non-price factors becomes closer, Price may become more important. Non-price factors will be evaluated first, then Price.

(b) **Options.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Options shall be evaluated in accordance with the provision (as included herein) at FAR 52.212-2(b), Evaluation – Commercial Items. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall NOT obligate the Government to exercise the option(s).

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

**Note:** This requirement will be conducted in accordance with FAR Part 8.4 and 12, as the award will be placed against the **GSA Schedule TBD**. If any of the Contractor's evaluation factors (TMA/PE) receives a rating of less than Acceptable, the Contractor's offer will NOT be reviewed any further and will NOT be considered for award. The Contractor shall note that the Government may, during evaluation, take into account areas that are reasonably related to or encompassed by the stated evaluation criteria. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Oral presentations by the potential Contractors, to substitute as their proposal, will NOT be allowed or accepted. The Government intends to make an award without discussions; however, the Government reserves the right to: request clarifications and conduct discussions.

By submission of its offer, the Contractor accedes to adhere to and perform all solicitation and PWS requirements, including terms and conditions, representations and certifications, and technical requirements. The Contractor must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale (in the cover letter document).

The Best Value will be determined by comparing differences in the value of non-price/technical features with differences in price to the Government. In making this comparison, the Government is more concerned with obtaining superior non-price features (i.e., TMA and PE, as applicable) than with making an award at the lowest overall price to the Government. However, the Government will NOT make an award at a significantly higher overall price to achieve slightly superior non-price features. Therefore, price is not expected to be the controlling factor in the selection of the Contractor, but the degree of importance of price as a factor could become greater depending upon the equality of the offers for other factors evaluated. When competing offers are determined to be substantially equal after evaluation of all non-price factors, the price and other cost factors could become the controlling factor.

All applicable terms and conditions from the **GSA Schedule TBD** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule TBD** are applicable.

**1. Evaluation Information:**

Failure to comply with all of the terms and conditions of the solicitation, to include the PWS, may result in the Government's elimination of the submittal package received in response to the solicitation, from further consideration for award. The Government will issue one (1) award under this PWS requirement.

**1.1 Technical Management Approach (TMA):**

This factor considers the extent to which the Contractor understands the technical and managerial requirements of this PWS requirements and the Contractor's technical approach to meeting those requirements are feasible, practical, and appropriate.

- Feasibility is defined as: Can successfully accomplish the tasks with the resources identified.
- Practical is defined as: Logical approach that does not introduce a high level of risk to successfully complete the task requirements.
- Appropriate is defined as: A suitable approach that is within the scope of the task and satisfies all the task requirements.

The Government will evaluate the methodologies and techniques used to fulfill this PWS requirements including the management of the tasks and how the Contractor will conduct outreach across the project to capture lessons learned, best practices and facilitating engagement with the SWTW IT Lifecycle.

The Contractor's Technical Management Approach shall include the following:

- Transition Plan (section TBD)
- Technical Management Approach/Methodologies (section TBD)
- Program Management Plan (section TBD)
- Project Management Structure Plan (section TBD)
- Project Organizational Chart and Staffing Plan/Matrix (section TBD)
- Key Personnel Qualification Statements and Resumes (section TBD)
- Other Required LCATs Qualification Statements and Resumes (section TBD)
- Security Plan (section TBD)
- Draft Quality Control Plan (section TBD)
- OCI Mitigation Plan, if applicable (section TBD)

The Government will evaluate the processes and technical approach to meeting the requirements and tasks found in Part III – Section 3.0 (Specific Tasks):

- 3.4 Contractor Program Management and Kickoff Meeting
- 3.5 Program Management Reports
- 3.6 Specific Tasks
  - Task 1- Comprehensive Special Warfare Support Operations
  - Task 2 - Security Authorization and Oversight Support Services
  - Task 3 - Risk Management Framework Implementation Support Services
  - Task 4 - Quality Control, Software Sustainment, Cybersecurity Support Services
  - Task 5 - IT Program and Project Management Operational Support Services

- Task 6 - Surge Support Services
- 3.7 Service Operation
- 3.8 System Improvements
- 3.9 Urgent Changes and New Requests
- 3.10 Material Requirement
- 3.11 Data Management
- 3.12 IT Program Management Support
- 3.13 Project Management
- 3.14 Contractor Quality Control Requirements

The Government assumes that all Contractors on the **GSA Schedule TBD**, as an OMB-designed Best-in-Class (BIC) task order vehicle, can meet the minimum task order requirements for the work to be performed under this PWS and subsequent award, if they propose qualified personnel. This factor considers the extent to which the Contractor understands the specific requirements of this PWS and the Contractor's Technical Management Approach in meeting those requirements. Each Contractor will be evaluated on their demonstrated understanding of the PWS requirements, the adequacy of the proposed solution/approach, the quality and completeness of their technical solutions to these objectives and the overall qualifications and skill mix of the Contractor workforce proposed to address these PWS objectives.

Additionally, favorable consideration may be given to the Technical Management Approach submittals that exceed desired skills and expertise included in this PWS.

The Contractor will be evaluated on its demonstrated ability to hire highly qualified personnel and hire the minimum number of qualified personnel. The Contractor shall provide their Technical Management Approach submission, without exceeding or providing any information other than that which is requested. If the Contractor provides information, other than what is requested, that part of the Contractor's submission may be deemed non-responsive and may not be evaluated. The Technical Management Approach standard is met when the Contractor has demonstrated its feasibility and appropriateness in accomplishing this PWS requirements.

The Government will evaluate the Contractor's functional solution to this PWS requirements to ensure that the proposed labor skill type is technically efficient and practical. The Government will verify that the proposed methodology can effectively meet the requirements in the PWS. The Government will pay particular attention to the Contractor's approach to performing the required work and the Contractor's ability to provide services that ensure the Best Value to the Government.

The Contractor is instructed not to just simply state that they are willing to perform the PWS requirements. The Contractor must show they can perform the work and requirements described in the PWS successfully.

#### 1.2 Previous Experience:

The Previous Experience factor considers the extent of the Contractor's previous experience in carrying out similar work and its relevancy to the scope, size, and duration of requirements identified in this PWS within the last five (5) calendar years of the response due date of this solicitation. The Government must have confidence in the Contractor's

ability to complete a project with similar scope, size, and duration with minimal risk to the Government's mission.

The Contractor shall provide the Previous Experience information for three (3) separate and independent, previous, or current contracts/TOs, executed within the previous five (5) years of the response due date. Failure to provide three separate (3) Previous Experience contracts/TOs may render the Contractor's response package unacceptable.

Similar in **Scope** is defined as a measurable range of operations and LCATs that support the following major requirement areas of this PWS requirements:

- 3.4 Contractor Program Management and Kickoff Meeting
- 3.5 Program Management Reports
- 3.6 Specific Tasks
  - Task 1 - Comprehensive Special Warfare Support Operations
  - Task 2 - Security Authorization and Oversight Support Services
  - Task 3 - Risk Management Framework Implementation Support Services
  - Task 4 - Quality Control, Software Sustainment, Cybersecurity Support Services
  - Task 5 - IT Program and Project Management Operational Support Services
  - Task 6 - Surge Support Services
- 3.7 Service Operation
- 3.8 System Improvements
- 3.9 Urgent Changes and New Requests
- 3.10 Material Requirement
- 3.11 Data Management
- 3.12 IT Program Management Support
- 3.13 Project Management
- 3.14 Contractor Quality Control Requirements

Similar in **Size** is defined as dollar value, number of personnel in similar skill sets, and/or number of users/hardware supported. Similar in Size for this project is a combination of the following:

- Over \$10 million per contract/task order per year or over \$45 million for total contract/task order value.
- More than ten (10) FTE personnel (per the labor hours delineated within the Pricing Worksheet (Attachment Two)).

Similar in **Duration** is defined as a requirement that has at least been on-going for more than three (3) years.

The Contractor may use Prime Contractor experience as well as Subcontractor or Contractor Teaming Partner for its Previous Experience submission, if the experience provided is similar work and its relevancy to the scope, size, and duration of requirements identified in this PWS within the last five (5) calendar years of the response due date of this solicitation. However, the Government prefers projects where the Contractor performed as the Prime Contractor for the project. Therefore, more favorable consideration

may be given to Contractors with extensive Prime Contractor experience with similar requirements in this PWS and subsequent award.

In rating this factor, the Government will evaluate the Contractor's similar experience. The Government's consideration of experience will include the Contractor's overall organizational experience as well. The Contractor MUST have no less than three (3) years of organizational experience. The Contractor's employees' experience is NOT considered organizational experience; therefore, it will NOT be considered in the evaluation of the Contractor's Previous Experience submission. In addition to the organizational experience, the Contractor shall have specific SWTW IT Lifecycle experience, as described in this PWS, with a U. S. Federal Government Agency, for a minimum of at least three (3) years prior to the subsequent award; failure to have this type of experience may render the Contractor's response unacceptable. All Previous Experience references will be evaluated in the aggregate for size, scope, and complexity.

In addition to demonstrating Previous Experience performing similar requirements (Part III, section 3.0) of this PWS, additional favorable consideration may be given to Previous Experience submittals that include the use of the LCATs listed in **section TBD** of this PWS.

1.3 Price:

This factor will be evaluated to determine that the Contractor's proposed price is fair and reasonable (i.e., pricing offered is not unrealistically high, or of a nature that is greater than a prudent person would pay given the applicable market conditions) of the proposed pricing, while using all means at the Government Contracting Officer's discretion. A rating will NOT be assigned to the evaluation of price. The Government will evaluate the Contractor's response for award purposes by adding the base and options for the total price of the PWS requirement. Price will be evaluated SEPARATELY from all non-price elements of the Contractor's response package. Pricing MUST be provided separately from the Contractor's technical proposal and MUST be priced by year, to include a summary for the base period and the four (4) option periods.

Per the **GSA Schedule TBD** ordering guide, when adequate price competition exists (see FAR 15.403-1(c)(1)) generally no additional information is necessary to determine price reasonableness. In the event of inadequate price competition, the Contractor's pricing will be forwarded to the **GSA Schedule TBD** Government Contracting Officer for an analysis to ensure that the proposed rates of the **GSA Schedule TBD** are at or below the ceiling rates established in the Contractor's **GSA Schedule TBD** order.

Price portfolios will be evaluated for the presence of 'unbalanced pricing' based on a Contractor's attempt to 'buy in' to the acquisition. The Government Contracting Officer will perform a price analysis to determine fair and reasonable pricing. The Government Contracting Officer reserves the right to reject an offer if it is determined that the lack of balanced pricing poses an unacceptable risk and the best value to the Government.

The intent of the Government is to receive the highest quality solution at the lowest possible price, therefore the Government requests all available discounts on all services offered by the Contractor for this PWS requirement. The Contractor will provide/offer prompt payment terms in their proposal.

**Options:** Evaluation of options shall NOT obligate the Government to exercise the subsequent award option(s). The material handling fee mark-ups will be added to the



Contractor's respective amounts for evaluation / comparison of pricing offers purposes only. This includes options under FAR clause 52.217-8, Option to Extend Services, which applies to this subsequent award. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a six (6) month option period, which will be added to the base and other option years to arrive at the total price. The Government may determine that a Contractor's response is unacceptable if any of the Labor Category (LCAT) prices are significantly unbalanced (i.e., the prices of one or more LCATs are significantly overstated, while other LCATs are significantly underpriced, despite an acceptable total evaluated price).

1.4 Past Performance:

While Past Performance is NOT a formal evaluation factor for this procurement, the Government will review information contained in the Contractor Performance Assessment Reporting System (CPARS), if applicable, and proceedings information from the BetaSAM database and suspension/debarment information from the Excluded Parties List system (EPLS). The Government Contracting Officer will review the Contractor's information to make a Past Performance responsibility determination in accordance with FAR 9.105-1, "Obtaining Information."

1.5 Other Items:

To be considered responsive to the solicitation, the Contractor must submit a cover letter, the tax liability letter, and all representations and certifications noted in the Instructions to Contractors (Appendix D).

1.6 GSA FSS Procurements, if applicable:

The evaluation will be conducted in accordance with FAR 8.4 as the subsequent award will be placed against a GSA Federal Supply Schedule. As such, debriefing as described in FAR 15.506 is NOT applicable in this instance. The Contractor(s) is put on notice that only a brief explanation of the basis for the award decision shall be provided as prescribed by FAR 8.405-2(d), and only if requested in writing.

By submission of its response, the Contractor agrees to adhere to and perform all PWS requirements, including terms and conditions, representations and certifications and technical requirements. The Contractor MUST clearly identify any exception to the terms and conditions and provide complete accompanying rationale (in the cover letter document). The Government may in its discretion confer with the Contractor to clear up minor response details. The Contractor shall thoroughly examine all solicitation documents and instructions. Failure to do so will be at the Contractor's own risk. The Government reserves the right to make no award.

[End of Appendix C]

## PART IV – PWS APPENDIX AND ATTACHMENT LIST APPENDIX D – INSTRUCTIONS TO CONTRACTORS

### 1. Contractor’s Solicitation Response Package Instructions:

The Contractor’s solicitation response package must be valid for at least ninety (90) days from solicitation response due date. The Contractors’ response package must include the following information:

Contractor’s Solicitation Response Submission Requirements			
Item	Description/Title	Format	Page Limit
<b>Portfolio One: Contractor’s Organization Documentation</b>			
Cover Letter/Executive Summary	Including Contractor’s DUNS, Tax ID, and Prompt Payment Discount	Microsoft Word or Adobe Acrobat	Max 3 pages
Certification Letters	FAR 52.209-11 (Feb 2016); FAR 52.209-12 (Feb 2016); and 52.227-15 (Dec 2007).	Adobe Acrobat	Max 3 pages
Representation/ Certification	FAR 52.204-24, 52.204 -25 and 52.204-26 Submitted on company letterhead.	Adobe Acrobat	Max 3 pages
<b>Portfolio Two: Technical Volume</b>			
Technical Management Approach	<ul style="list-style-type: none"> <li>•Transition Plan <b>(section TBD)</b></li> <li>•Technical Management Approach/Methodologies <b>(section TBD)</b></li> <li>•Program Management Plan <b>(section TBD)</b></li> <li>•Project Management Structure Plan <b>(section TBD)</b></li> <li>•Project Organizational Chart and Staffing Plan/Matrix <b>(section TBD)</b></li> <li>•Key Personnel Qualification Statements and Resumes <b>(section TBD)</b></li> <li>•Other Required LCATs Qualification Statements and Resumes <b>(section TBD)</b></li> <li>•Security Plan <b>(section TBD)</b></li> <li>•Draft Quality Control Plan <b>(section TBD)</b></li> <li>•OCI Mitigation Plan, if applicable, (Not Included in 20-page limit) <b>(section TBD)</b></li> </ul>	Microsoft Word or Adobe Acrobat	Max 20 pages
Organizational Conflict of Interest Certification and OCI Mitigation Plan, if applicable	The OCI Mandatory Certification is found in (see Attachment Four). If an OCI has been identified and requires mitigation, the OCI Mitigation Plan shall be submitted with the Contractor’s technical response package. If submitted, OCI plan will not be counted in TMA page limit.	Adobe Acrobat	No Page Limit
<b>Portfolio Three: Previous Experience</b>			
Previous Experience	Provide three (3) separate examples of similar projects as stipulated in the Attachment Three.	Microsoft Word or Adobe Acrobat	Max 2 pages per example
<b>Portfolio Four: Price Volume</b>			
Pricing Spreadsheet – Attachment Two	Pricing shall be submitted as a Microsoft Excel document separate from the Technical Portion of your response and shall contain Fully Burdened Rates, with Discounts for the entire period of performance (See Attachment Two, Pricing Spreadsheet)	Microsoft Excel (DO NOT save or submit as an ADOBE ACROBAT/PDF document)	No Page Limit

All applicable terms and conditions from the **GSA Schedule TBD** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule TBD** are applicable.

The Contractor's submission shall be an 8.5" x 11" page size in Times New Roman font with minimum of 11-point font (10-point font in tables), except for the Excel pricing spreadsheet, which must be legible. The Contractor's solicitation response submission package MUST include the following information and must NOT exceed the page limitations in the table above:

1.1 Portfolio One (1): Contractor Information:

- (Contractor Name) Cover Letter/Executive Summary (including the Contractor's DUNS, Tax ID, and Prompt Payment Discount).
- (Contractor Name) Tax Liability Information
- (Contractor Name) OCI Certification
- (Contractor Name) Representations and Certifications, to include: 52.212-3 – Contractor Representations and Certifications -- Commercial Items (MAR 2020) 52.227-15 - Representation of Limited Rights Data and Restricted Computer Software. (DEC 2007) 52.203-18 – Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-- Representation (Jan 2017). If all Reps and Certs are on the SAM website, please note this information on the cover letter of the package.

1.2 Portfolio Two (2): Technical Management Approach:

The Technical Management Approach considers the Contractor's ability to staff the PWS requirement at reasonable levels while using reasonable labor categories. The Contractor shall utilize Portfolio Two (2) Technical Management Approach and additional documentation in its submission of this factor. The Contractor's Technical Management Approach portfolio shall include a demonstration of a thorough technical understanding of the PWS requirements: Transition Plan **(section TBD)**; Technical Management Approach/Methodologies **(section TBD)**; Program Management Plan **(section TBD)**; Project Management Structure Plan **(section TBD)**; Project Organizational Chart and Staffing Plan/Matrix **(section TBD)**; Key Personnel Qualification Statements and Resumes **(section TBD)**; Other Required LCATs Qualification Statements and Resumes **(section TBD)**; Security Plan **(section TBD)**; Draft Quality Control Plan **(section TBD)**; and OCI Mitigation Plan, if applicable, (Not Included in 20-page limit) **(section TBD)**.

- (Contractor Name) Technical Management Approach Cover Sheet. Description/Narrative of the Contractor's knowledge and understanding of the requirements as outlined in Part III, Section 3.0 (Specific Tasks) of this PWS.
- (Contractor Name) Transition Plan.
- (Contractor Name) Technical Management Approach/Methodologies (TMA). The Government will evaluate the methodologies and techniques used to fulfill this PWS requirements including the management of the tasks and how the Contractor will conduct outreach across the project to capture lessons learned, best practices and facilitating engagement with the IT Lifecycle.
- (Contractor Name) Program Management Plan.
- (Contractor Name) Project Management Structure Plan.
- (Contractor Name) Proposed Project Organizational Chart and Staffing Plan/Matrix. The Contractor Staffing Plan shall include a labor mix and processes related to that labor mix. The explanation should highlight the labor mixes experience, communication skills, education and training, teamwork, roles, and why certain **GSA Schedule TBD** LCATs were chosen. The Contractor shall submit a Staffing Plan to include a matrix that identifies the proposed labor category, the LCAT level, corresponding to the **GSA Schedule TBD** LCATs and PWS sections.

In the Staffing Plan, the Contractor shall include a “crosswalk” between their proposed LCATs for the **GSA Schedule TBD** to the LCATs specified in the PWS and Pricing Spreadsheet (Attachment Two), as a separate document. The LCATs “crosswalk” should explicitly state how the **GSA Schedule TBD** LCATs job descriptions correspond to the LCATs job descriptions specified in the PWS. The Staffing Plan shall address how the Contractor’s team will be structured to support the PWS requirements and the subsequent award. Failure to provide a Staffing Plan will render the Contractor’s solicitation response submission as UNACCEPTABLE.

- (Contractor Name) Proposed Key Personnel Qualification Statements and Resumes of Proposed Key Personnel.
- (Contractor Name) Proposed Other Required LCATs Qualification Statements and Resumes.
- (Contractor Name) Signed Letters of Commitment for each proposed Key Personnel LCAT, signed by each person to fill that Labor Category. Letters of Commitment are exempt from total page count.
- (Contractor Name) Security Plan.
- (Contractor Name) Quality Control Plan (draft version).
- (Contractor Name) OCI Mitigation Plan - the OCI Certification is required with response package; the OCI Mandatory Certification is found in Attachment 4. The OCI Mitigation Plan shall be submitted in the response package, if an OCI has been identified and requires mitigation. (Not Included in 20-page limit)

If the Contractor plans to employ other LCATs NOT specifically mentioned in the PWS, the Contractor shall provide an identification of the specific skill categories with a description of specific duties for each employee that will perform under the PWS requirements and the subsequent award. The Contractor shall include a “crosswalk” between the labor categories identified in this PWS and their proposed labor categories based on their **GSA Schedule TBD** award.

The Contractor shall submit resumes and other written evidence for all the Contractor’s Key Personnel and Other Required Personnel included its submission of their qualification to perform. The Contractor shall provide written annotation of each person’s current “**Secret Security Clearance**”. If an employee does NOT hold a current **Secret Security Clearance**, the Contractor shall submit written evidence of the employee’s ability to obtain a “**Secret Security Clearance** within thirty (30) days of the subsequent award. The Contractor shall provide a list of all Key Personnel and Other Required Personnel with a written annotation of their current **Secret Security Clearance** in its submitted Staffing Plan.

If the Contractor does NOT currently have the personnel in place to perform under this PWS requirement and subsequent award, the Contractor MUST provide a Mitigation Plan with a solution that will be evaluated by the Government. The Contractor shall note all this information at the top of the page for Portfolio Two. The Mitigation Plan page number with be included in the overall page limit for the Technical Management Approach portfolio.

### 1.3 Portfolio Three: Previous Experience:

- (Contractor Name) Previous Experience Cover Sheet
- (Contractor Name) Previous Experience – Reference One: Name of Project, Contract/Task Order Number, NAICS Code, Specific Roles, Duties, Deliverables,

Duration, Cost and Explanation as to how the project is similar to the requirements of this PWS.

- (Contractor Name) Previous Experience – Reference Two: Name of Project, Contract/Task Order Number, NAICS Code, Specific Roles, Duties, Deliverables, Duration, Cost and Explanation as to how the project is similar to the requirements of this PWS.
- (Contractor Name) Previous Experience – Reference Three: Name of Project, Contract/Task Order Number, NAICS Code, Specific Roles, Duties, Deliverables, Duration, Cost and Explanation as to how the project is similar to the requirements of this PWS.

The Contractor shall provide Previous Experience information for three (3) separate previous or current contracts/TOs executed within the past five (5) years of within the solicitation response date with comparable (same or similar scope, size, duration) requirements to this PWS. The Contractor shall include a narrative of the final outcome of the project's success or failure.

The Contractor may use Prime Contractor, Subcontractor, Joint Venture and Contractor Teaming Partner for Previous Experience, if the experience provided is similar in scope, size, and duration to the work described in the PWS. See Appendix C for the definitions of Similar in Scope, Size, and Duration. The Contractor must identify whether it was the Prime Contractor, Joint Venture, Contractor Teaming Partner, or a Subcontractor for each project, as well as identify any projects that are proposed on behalf of its Joint Venture, Contractor Teaming Partners or Subcontractors.

#### 1.4 Portfolio Four: Price:

- (Contractor Name) Pricing Cover Sheet Tab.
- (Contractor Name) Pricing: Mandatory Microsoft Excel Spreadsheet in Attachment Two must be completed and returned with pricing information Tab.
- (Contractor Name) LCAT Crosswalk Tab, if applicable.
- (Contractor Name) Additional proposed LCATs or alternative LCATs Tabs. If the Contractor proposes additional LCATS, the Contractor shall include a justification/rationale for the additional LCATs.

Any proposed OLMs shall be in support of the order and shall NOT exceed 33.33% of the total order value. Total value is defined as the anticipated or recorded dollar value of task order items at time of order award, inclusive of option periods. OLM items will be awarded as a Time & Material (T&M) CLIN which will not exceed the NTE OLM T&M CLIN amount specified in the Pricing Spreadsheet and must comply with all terms and conditions of the Contractor's **GSA Schedule TBD** award (see Schedule clause SCP-FSS-007). Travel costs and open market items are excluded from the total value calculation.

To receive the highest quality solution at the lowest possible price, the Government requests all available discounts on all services offered by the Contractor for this PWS requirement. The Contractor will provide/offer prompt payment terms in their proposal.

This requirement is for a FFP and T&M award. The Contractor shall complete the Pricing Worksheet (Attachment Two) to provide its pricing response to this solicitation. The Contractor shall propose FFP and T&M fully burdened labor rates for each labor category for each year of the subsequent award period of performance. The Contractor will provide



the fully burdened rates for each labor category for each year of the period of performance. The Pricing Worksheet provides a place for the Contractor's LCAT fully burdened rates and the NTE direct labor hours for each LCAT for the period of performance for this PWS and subsequent award. The Contractor shall only input information on the spreadsheet for its proposed fully burdened labor rates for each LCAT. The Contractor MUST propose a fully burdened labor rate for each listed labor category to allow for a valid pricing assessment. The Pricing Worksheet will calculate the Contractor's total direct labor cost for each subsequent award year. The estimated OLM total amount will become a NTE ceiling amount upon award. The Contractor's proposed labor rates shall be fully burdened, and upon award, all labor rates, as well as material handling fee will be considered FIXED and shall NOT be subject to DCMA/DCAA or other finalized audited rates.

After award, this pricing information shall NOT be used or considered as part of a Forward Pricing Rate Agreement (FPRA) between the Government and the Contractor. The Contractor will add data to the Microsoft Excel tabs noted above. The Contractor will review the other Microsoft Excel tabs in the Microsoft Excel workbook to ensure the information calculated appropriately. The Contractor shall NOT add additional non-requested information in other cells of the Microsoft Excel tabs or workbook. The Government has included NTE ceiling amounts listed in Pricing Spreadsheet Attachment Two for Direct Labor Hours and Other Direct Costs (ODC's). The Contractor shall NOT exceed the Government's NTE amounts for Direct Labor Hours and ODCs for the entire period of performance for the subsequent award.

All prices contained in the Contractor's pricing solicitation response submission reflect the total compensation for the services detailed therein the PWS and are fully inclusive of all costs including labor (workers, management, aids, assistants, operators), overhead, General and Administrative (G&A) expenses, and profit. The Base Year and all Option Years shall be included in the total price calculation. The Government expects that the subsequent award will be based upon adequate price competition. The Contractor will provide prompt payment terms in its response.

All fully burdened rates for Attachment Two Pricing Spreadsheet must NOT extend beyond two (2) decimal places to prevent rounding errors. If pricing is submitted with fully burdened rates priced beyond two (2) decimal places the Contractor's pricing solicitation response submission may be considered unresponsive.

## 2. **Contractor Solicitation Response Package Submission:**

The Contractor MUST submit its solicitation response by **TBD, 4:00 PM, Central Standard Time**. The solicitation is being issued via the GSA's ASSIST 2.0 system and the Contractor's submission MUST be submitted through the GSA ASSIST 2.0 system. The Contractor's use of the GSA's ASSIST 2.0 system to access the solicitation documents suggests that it understands how to download solicitation documents, how to download solicitation amendments and how to upload its solicitation response; if the Contractor does NOT understand these functions, the Contractor shall, prior to the solicitation response due date, work with the GSA ASSIST 2.0 Help Desk to understand how to use the system. If the solicitation response submission cannot be uploaded to ASSIST 2.0 due to technical difficulty, the Contractor MUST immediately report the problem to the ASSIST 2.0 Help Desk, the Government Project Manager (PM), **Patricia Hammons, 817-850-8191, patricia.hammons@gsa.gov** and Contracting Officer (CO), **Jamela Jarrell, 817-978-4228, jamela.jarrell@gsa.gov** in sufficient time prior to closing date of the solicitation to allow for the submission of the solicitation response package via an alternative method.

Failure to register properly in GSA's ASSIST 2.0., is NOT an acceptable excuse for the inability to submit a timely response to the solicitation. If a Contractor decides to submit a "NO BID" in response to the solicitation, the Government requests a reason be submitted, in writing and be provided to the Government PM and CO. Oral presentations by the potential Contractors, to substitute as their solicitation response package, will NOT be allowed or accepted.

All questions concerning this solicitation package will be submitted via email to the Government PM, **Patricia Hammons, 817-850-8191, patricia.hammons@gsa.gov** and CO, **Jamela Jarrell, 817-978-4228, jamela.jarrell@gsa.gov**, with the subject line "**Questions on SOLICITATION #47QFWA23Q0024,**" no later than **TBD, 3:00 PM Central Standard Time (CST)**. NO questions will be entertained regarding this solicitation after this date. The Government CO will compile all questions and responses and post them in ASSIST 2.0 for all solicited Contractors to view via a solicitation amendment. The only method by which any terms of this solicitation (to include the PWS) may be changed is by a formal written amendment to the solicitation generated by the Government CO. No other communication made whether oral or in writing (e.g., at any Pre-offer submittal conference, Industry Questions & Answers prior to solicitation response closing date and time, clarifications, etc.), will modify or supersede the terms of the PWS and subsequent award. NO contact with anyone other than the responsible Government CO is allowable after the public release of the solicitation. The solicitation response closing date is listed in ASSIST 2.0. Extension to the solicitation response closing date and time will NOT be granted due to the Contractor's late registration in the GSA's ASSIST 2.0 system or other Contractor related problems. Any response received by the Government after the solicitation response closing date/time is considered late and will NOT be accepted or considered for award.

The Government reserves the right to make a selection based upon initial solicitation response submittal packages; therefore, the Contractor should submit its best terms in its initial submission. The Government also reserves the discretion to confer with Contractors/interested parties and request revised solicitation response submittal packages if needed. The Government reserves the right to make no award.

All Contractors shall thoroughly examine all solicitation documents and instructions. Failure to do so will be at the Contractor's own risk. Failure to comply with all of the terms and conditions of the solicitation and provide the required documents listed in the PWS, may result in the Government's elimination of the Contractor's solicitation response submittal package received in response to the solicitation, from further consideration for award.

The Government considers this PWS **Controlled but Unclassified Information (CUI) Implementation**: The Government's CUI policy and the requirements of 32 CFR 2002, establishes the policy and framework for the CUI Program at GSA. CUI is defined as unclassified information that requires safeguarding and dissemination controls pursuant to law, regulation, or Government-wide policy, as listed in the CUI Registry. The CUI Program and the CUI Registry are managed by the CUI Executive Agent (EA), the Information Security Oversight Office (ISOO) within the National Archives and Records Administration (NARA).

The Contractor must ensure any documents submitted in response to this solicitation are appropriately marked in accordance with CUI guidance. CUI markings are dependent on the document type. For additional information on appropriate markings reference the CUI Registry DoD CUI Program > Home > DoD CUI Registry.

### **3. Additional Required Information for Contractor's Solicitation Response Submittal:**

#### **3.1 Portfolio Two (2): Technical Management Approach:**

All applicable terms and conditions from the **GSA Schedule TBD** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule TBD** are applicable.

To be considered an acceptable solicitation response and in support of the evaluation criteria for award (Appendix C), for the Technical Management Approach portfolio the Contractor's response must include the following:

- Description/narrative of the Contractor's knowledge and understanding of the requirements as outlined in the PWS requirements.
- The proposed methodologies and techniques to be used to fulfill the PWS requirements including the management of the specific tasks in Part III, section 3.0.
- The Contractor's demonstrated response that meets the specific requirements of the PWS through the identification of specific skill categories proposed with a description of specific duties each will perform. The Contractor shall include a "crosswalk" and/or functional description, including experience and education of personnel proposed, and the labor categories identified in this PWS in the Pricing Spreadsheet (Attachment Two) and their proposed labor categories based on the Contractor's awarded **GSA Schedule TBD**. The Contractor's Key Personnel will be evaluated on a pass-fail basis. The Contractor MUST not simply state that the Contractor is willing to perform the PWS requirements. The Contractor MUST indicate how they can perform the work and requirements described in the PWS successfully.
- A **Transition Plan**. The Contractor shall describe how it will make a seamless transition, with minimal service interruptions. The Contractor Transition Plan shall outline how its organization will manage the transition to a new, if applicable, Contractor. The Contractor shall document the current roles and responsibilities of the existing award and how it plans to perform the PWS successfully and help the Government smoothly transition to the new subsequent award.
- A **Program Management Plan**. To include a declaration of Teaming Partners or Subcontractors. The Contractor's Program Management Plan shall detail how the Contractor will manage and execute the SWTW IT Lifecycle program. The Program Management Plan shall at a minimum, feature a program overview, along with details on the program scope and the strategy to move forward.
- A **Project Management Structure Plan**. The Contractor's Project Management Structure Plan shall provide the hierarchy and authority of all personnel assigned, employed, or involved under the subsequent award. The Contractor's Project Management Structure Plan shall define each Team Member's function and the reporting lines on a chart for Team Members to reference during period of performance of the subsequent award.
- A **Project Organizational Chart**. The Contractor's Project Organization Chart shall be a visual reference of the Team's structure of all personnel assigned, employed, or involved under the subsequent award. The Contractor's Project Organization Chart shall illustrate a variety of relationships, including reporting and supervision hierarchies, as well as interactions and responsibilities expected of various members of all personnel assigned, employed, or involved under the subsequent award.
- A **Staffing Plan/Matrix**. The Contractor's Staffing Plan, i.e., Staffing Model, shall provide a specific roadmap that will assist with the needs of the PWS requirements. The Contractor shall provide a matrix for the Staffing Plan that identifies the labor category, proposed personnel names (if available), PWS sections and total labor hours as referenced in the Contractor's solicitation response submittal Pricing spreadsheet. The Staffing Plan shall address how the of all personnel assigned, employed, or involved will be structured under the subsequent award. Failure to

identify staff with the requirements identified in the PWS may render the Contractor’s solicitation response submittal as unacceptable. See Staffing Plan Matrix Template example below for FFP and T&M Labor.

Sample Staffing Plan Matrix Template for FFP Labor			
Labor Category	Prime or Subcontractor	PWS Section	Total Labor Hours

Sample Staffing Plan Matrix Template for T&M Labor			
Labor Category	Prime or Subcontractor	PWS Section	Total Labor Hours

- **Key Personnel Qualification Statements and Resumes.** The Contractor shall provide a Statement of Qualifications that highlight the Key Personnel’s strongest, most relevant capabilities relating to the LCATs stated in the PWS requirements. The Contractor shall provide resumes for Key Personnel that includes relevant experience for similar experience described in the PWS requirements.
- **Other Required LCATs Qualification Statements and Resumes.** The Contractor shall provide a Statement of Qualifications that highlight the Other Required LCATs Personnel’s strongest, most relevant capabilities relating to the LCATs stated in the PWS requirements. The Contractor shall provide resumes for Other Required LCATs Personnel that includes relevant experience for similar experience described in the PWS requirements.
- **A Security Plan.** A formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements. The Contractor shall describe the system (including system boundary) and document the description and categorization in the Security Plan. The Contractor shall document the security control implementation IAW DoD and AF implementation guidance in the security plan, providing a description of the control implementation (including planned inputs, expected behavior, and expected outputs) if not IAW the guidance. Use the RMF Knowledge Service for specific control documentation requirements, including required artifacts, templates, and best practices.
- **A Draft Quality Control Plan.** The Contractor shall include a draft copy of their Quality Control Plan in its solicitation response submission package that reflects the key areas of support in the PWS Part III, Section 3.0 (Specific Tasks), and addresses the management of Key Personnel, Other Required LCATs, the overall PWS requirements, and areas identified in the Technical Management Approach solicitation response submittal. The Quality Control Plan shall include a Quality Control Matrix that (at a minimum addresses) the elements identified in Part III; Section 3.0 (Specific Tasks) proposed by the Contractor in accordance with the PWS.
- **The Organizational Conflict of Interest Certification.** (Attachment Four) The Contractor’s Organizational Conflict of Interest certification that the Contractor will sign to certify that there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the Contractors, Subcontractors, Employees, or Consultants. The Contractor’s certification is

required to ensure that the Contractor, Subcontractor, Employee, or Consultant has disclosed all relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts.

- An **Organizational Conflict of Interest Mitigation Plan**, if applicable. The Contractor shall complete the OCI Certification located in Attachment Four. If an Organizational Conflict of Interest has been identified, the Contractor shall submit an Organizational Conflict of Interest Plan and it will be evaluated as acceptable or unacceptable based on meeting the requirements identified in this PWS. A Contractor with an unacceptable Organizational Conflict of Interest Plan will have until the time of the subsequent award to submit an acceptable Organizational Conflict of Interest plan or the Contractor will be removed from consideration of subsequent award.

The plan should consist of the following sections:

- A Table of Contents
- Part 1 – Disclosure of existing or potential Organizational Conflict of Interest's
- Part 2 – Detailed descriptions of the specific measures that are proposed to avoid, mitigate, or neutralize each one of the Organizational Conflict of Interest's described in Part 1 of the plan.

The guidelines and procedures of FAR Subpart 9.5 and GSAM Subpart 509.5, Organizational and Consultant Conflicts of Interest and FAR Part 3 and GSAM Part 3, Improper Business Practices and Personal Conflicts of Interest, will be used in identifying and resolving any issues of a conflict of interest under this task order. In the event that this task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the Contracting Officer (CO) of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the CO to proceed or identify the conflict and recommend to the CO an alternate approach to avoid the conflict. The Contractor shall not contract with Government Prime Contractors or first-tier Subcontractors in such a way as to create an organizational conflict of interest. The Contractors are required to disclose any existing or potential Conflict of Interest (COI) in their responses as well as submit a COI Mitigation Plan proposing measures to avoid, mitigate or neutralize identifies COI's.

Definitions: "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this task order. "Contractor and its affiliates" and "Contractor or its affiliates" refer to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor. An "Organizational Conflict of Interest" exists when the nature of the work to be performed under a proposed ordering activity task order, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing the work.



To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries, and subcontractors at any tier when placing orders against schedule task orders. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the **GSA Schedule TBD**. Examples of situations, which may require restrictions, are provided at FAR 9.508.

### 3.2 Portfolio Three: Previous Experience:

Using Portfolio Three (3) Previous Experience, the Contractor shall provide the recent and relevant Previous Experience information for three (3) past or current contracts/task orders executed and/or completed within the past five (5) years with comparable (same or similar scope, size, duration) requirements to the PWS.

In evaluating this factor, the Government will evaluate the Contractor's similar experience. The Government's consideration of Previous Experience will include the Contractor's organizational experience but will NOT include specific consideration of the Contractor's proposed, current, or former Contractor personnel experience as part of the Contractor's organizational experience.

If a Contractor Teaming Arrangement is used as Previous Experience, the Contractor MUST provide a breakout of what work was performed by the Prime and each Teaming Partner. Previous Experience will be evaluated on the total solution offered. Relevancy is defined as work that has been/is being performed for prior or current customer contracts/task orders/projects that are of comparable scope, size, and duration which are similar to the requirement described herein. Recency is defined as current/former task orders/contracts/projects executed within the past three (3) from the closing date of the solicitation. The work can be in progress at the time of the Contractor's solicitation response submission; however, the project MUST be far enough along to have a documented record of successful experience.

### 3.3 Portfolio Four: Price – Required Pricing Information:

The Contractor shall fill in (at a minimum) all pricing details as identified on the Pricing Spreadsheet (Attachment Two). All CLINs are FFP and T&M and represent a total labor solution to fulfill the PWS requirement. Suggested labor categories and labor hour ceiling amounts for each labor category are provided in the Pricing Spreadsheet. However, labor pricing associated with these CLINs MUST still include detailed breakouts for Government price analysis purposes and should NOT include "lump sum" values for these CLINs. Additionally, if proposed labor categories differ from those identified in the pricing spreadsheet, per the **GSA Schedule TBD**, the Contractor shall identify via a "crosswalk" which new labor categories correspond to those suggested by the Government on the Pricing Spreadsheet. If differing and/or additional labor categories are proposed, the Contractor shall identify these differences in their Technical Management Approach portfolio of their solicitation response submission and the "Additional LCATs" Microsoft Excel tab in Attachment Two Pricing Spreadsheet. However, the information in the Technical Management Approach portfolio should NOT reference a specific price/price to ensure adequate segregation of price related factors. Any labor/costs necessary for the oversight and management or data requirements of this PWS and subsequent award should be included in the Contractor's pricing for the identified CLIN **GSA Schedule TBD** and specifically identified.

This requirement is an FFP and T&M, but the T&M Level of Effort (LOE) will be incrementally funded with pricing based on **GSA Schedule TBD**. In the Pricing Spreadsheet (Attachment Two) of the solicitation response submission, the Contractor shall include specific fully burdened rates the Contractor expects to invoice and the number of positions with estimated total hours for each position. NOTE: DO NOT ALTER THE ESTIMATED NUMBER OF HOURS IN PRICING SPREADSHEET (Attachment Two).

The Contractor's rates shall be fully burdened, and NOT subject to DCAA or other finalized audited rates. After award, this order shall NOT be considered a Forward Pricing Rate Agreement. To receive the highest quality solution at the lowest possible price the Government requests all available discounts on all services offered by the Contractor for this PWS requirement. The Contractor is encouraged to offer discounts below **GSA Schedule TBD** rates. When offering discounts, the Contractor's responses must clearly identify both the awarded **GSA Schedule TBD** rates and the discount price for each discounted labor rate. The Contractor will provide/offer prompt payment terms in their response, ensuring that any prompt payment terms included in the subsequent award.

The Government anticipates there will be travel needed to meet the PWS requirements and subsequent award. The Contractor shall include travel costs in accordance with the terms identified in the PWS and the Pricing Spreadsheet (Attachment Two).

The travel ceiling is provided in the Pricing Spreadsheet (Attachment Two), is an estimation for evaluation purposes only. No General & Administrative, Over Head or other indirect expenses/costs shall be allowed under the terms of this PWS and subsequent award.

#### 3.4 Required Contractor Certifications:

The Contractor shall submit and attest to the following statements in accordance with the Department of Justice's policy certifying that your organization does not have any unpaid federal tax delinquencies or, within the preceding 24 months, has a felony criminal conviction under any federal law or state law. The Contractor shall provide this information on company letterhead; include the Solicitation/Acquisition ID Number; date; and signature of an official of the company who is authorized to represent the company on this topic.

Additionally, the Contractor's written compliance with the following FAR certifications is required and shall be submitted with its Organizational Conflict of Interest Certification in Portfolio Two (Technical Management Approach):

**FAR 52.203.18 - Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)** (a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. (b) The prohibition in paragraph (a) of this provision does not contravene

requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information. (c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. (End of provision)

**FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016).** (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a task order with any corporation that-- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government. (b) The Offeror represents that--**[Contractor check appropriate block]**-- (1) **It is [ ] is not [ ]** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (2) **It is [ ] is not [ ]** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months. (End of provision)

**FAR 52.209-12 Certification Regarding Tax Matters - Certification Regarding Tax Matters (Feb 2016).** (a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts (b) If the Offeror is proposing a total task order price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--**[Contractor check appropriate block]**-- (1) **Has [ ] filed** all Federal tax returns required during the three years preceding the certification. (2) **Has not [ ]** been convicted of a criminal offense under the Internal Revenue Code of 1986. (3) **Has not [ ]**, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding. (End of provision)

**FAR 52.212-3, Representations and Certifications – Commercial Items (MAR 2020)**  
If this document has been completed on the SAM.gov website, please indicate as such in the response cover letter that will accompany the response package.

**FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (DEC 2007)** As prescribed in 27.409(c), insert the following provision: (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting task order may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting task order will be subject to the Rights in Data—General clause at 52.227-14 included in this task order. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility. (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states **[Contractor check appropriate block]**—**[ ]** (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or **[ ]** (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows: (c) Any identification of limited rights data or restricted computer software in the Contractor's response is not determinative of the status of the data should an award be made to the Contractor.

[End of Appendix D]

## PART IV – PWS APPENDIX AND ATTACHMENT LIST

### APPENDIX E –LIST OF DELIVERABLES AND PERFORMANCE REQUIREMENTS STANDARDS

#### 1. Deliverables:

The Contractor shall provide the following products, reports and/or data, at the request of the Government, any data that is provided to the Contractor by the Government:

- **Project Management Reports:**

The Contractor shall submit monthly progress reports with each request for payment. The progress reports must indicate work performed, costs and problems incurred during the payment period. The progress report must show the estimated and actual performance of this project on a project-tracking chart that illustrates the funds expended and the work completed for each project. The PMR reporting requirements are provided in Attachment 3 - **Table One - List of Deliverables and based on the Table Two - Performance Requirements Standards.**

No later than thirty (30) days after project kickoff, the Contractor shall prepare and submit a Project Management Plan that shows planned dates for major project milestones. Updates and status should be included in monthly Project Management Reports.

- **Monthly Status Reports:**

The Contractor shall document performance of duties as required by this PWS and provide a venue for problems to be addressed. The Contractor shall provide a monthly report; the report shall be submitted no later than the 10th of each month to the COR and designated alternate. The report will be broken down by programs supported.

- **Weekly Report:**

The Contractor shall provide a student weekly roll-up to individual course leadership NLT Thursday of each week via SWOLE. The Report will include but not limited to: Daily breakdown of Physical Training accomplished, medical review, missed training evolutions, Students on Training Waiver, Sick Call, Athletic Training Review, how many students removed from training and why, Etc. Commanders/Course Chiefs will determine if required and what data is required to be tracked weekly.

- **Weekly Course Human Performance Training Report:**

The Contractor shall provide a Weekly HP training Report to the Human Performance Squadron/Supporting Courses leadership within two (2) business days from the beginning of each week. The report will include class focused information such as but not limited to reported muscle soreness areas, Muscle soreness levels, Total training load, Mood, Fatigue, daily stress levels, daily average resting heart rates, Daily Metabolic readiness, Avg. Cognitive Effectiveness score, Hydration, Avg. Total weekly calories burned, Avg. Hours Slept, Total avg. Distance trained, % time >85% heart rate max, % time 65-84% heart rate max, % time < 65% heart rate max, Rated Perceived Exertion by Event, Etc.

- **Quarterly Program Management:**

Program Management Reviews (PMRs) will be conducted quarterly and provide a forum to review Contractor performance, action items from previous PMRs, and any program issues raised by the Contractor or the Government. The contractor and Government shall mutually agree upon the date scheduled, agenda, and location of PMRs.



- **Daily Updates:**  
The Contractor shall provide updates/refinements to course schedule to the course leadership within two (2) business days after change: this is to include, but not limited to, environmental considerations, new events, refinement of events, hours for completion, and location of event, bus scheduling, and transport times.
- **Weekly Course Schedule:**  
The Contractor as required by Course Chief shall provide a weekly schedule to the course leadership NLT Thursday of week prior that outlines all training days of the week and all Flight movements (Time, Evolution), Evolutions Lead Instructors.
- **Equipment Inventory:**  
The Contractor shall provide to the COR and/or designated AD/GS designee by the COR, on a semi- annual basis, an up-to-date inventory spreadsheet on 100% of specific course equipment, including damaged, replacements, and on order items. Work hand in hand with COR to coordinate all equipment shortfalls and future course equipment requirements. 100% eyes on inventory will be conducted during exodus. Specific items or equipment signed for by a contractor that cannot be accounted for will be the responsibility of the contractor to replace. Equipment broke/lost by student and staff will be handled IAW with AFI 23-101.
- **Mid-Year Budget Review:**  
The Contractor shall provide a excel spreadsheet on the annual budget to the COR (each March) of first 2 quarter spending and a review of the final 2 quarters remaining budget for ODC and Travel for all programs. This review ensures dollars are being spent strategically and the budget is not being overspent or leaving money open at end of the year.
- **Annual Budget:**  
The Contractor shall provide a line-by-line breakout of budget requirements for the upcoming fiscal year (FY) to the COR annually (each February). The document will include, Contract numbers, Current FY contract start date, Current FY contract end date, Requirement title, Narrative and impact if not funded, Priority ranking, dollar value, Current FY value, Future FY value, Projected month of execution, etc.
- **Monthly Equipment Maintenance Report:**  
The Contractor shall provide a monthly equipment maintenance report to the COR that includes but not limited to: Apparatus Worked On, Project Hours Required, Cost of Project, Special Tools Required, Status of Project, Estimated Time of Completion, Etc.
- **HIPAA Certification:**  
As required, the Contractor shall provide to the Government COR, certification IAW Defense Heath Agency (DHA) HIPAA and Privacy Act Training within one (1) month after the start of duty of all employees associated with courses. COR may approve alternate method as needed if contractor does not have a CAC Card or access to government systems to complete DHA designated courses.
- **LTE/Satellite Cost:**  
The Contractor is responsible for maintaining adequate LTE service for all technology in **attachment 5**. The Contractor will ensure all HP equipment have LTE access at each

training location. They will ensure Contractors have adequate LTE service at their programs and will not rely of Gov Wi-Fi to run contract equipment.

Table One - List of Deliverables					
Deliverable	PWS Section	Format (Submission)	Sent To	Planned Frequency	Performance Threshold
Kick-Off Meeting Presentation/Agenda	Part III	Email/Power Point	Government COR, PM and CO	One time; Within ten (10) of award	100% Timely/Complete
Program Management Plan	Part III	PDF	ASSIST Collaboration	Draft-Deliver with initial solicitation submission. Final-30 business days after award	100% Timely/Complete
IT Systems Availability Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Documentation Accuracy Audit Report	Part III	PDF	ASSIST Collaboration	Quarterly, NLT the 15th of next month of the end month in the quarter	100% Timely/Complete
Annual Comprehensive Documentation Audit	Part III	PDF	ASSIST Collaboration	Annually	100% Timely/Complete
Skills Assessments Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Comprehensive Skills Evaluation Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Instructor and Student Feedback Summary	Part III	PDF	ASSIST Collaboration	NLT 10 business days of permanent positional changes	100% Timely/Complete
Client Feedback Sessions Summary	Part III	PDF	ASSIST Collaboration	Bi-Monthly	100% Timely/Complete
Risk Assessments Report	Part III	PDF	ASSIST Collaboration	Quarterly, NLT the 15th of next month of the end month in the quarter	100% Timely/Complete
IT Risk Status Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Cybersecurity Audits Report	Part III	PDF	ASSIST Collaboration	Bi-Annual	100% Timely/Complete
Compliance Checks Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Software Monitoring Report	Part III	PDF	ASSIST Collaboration	Continuous	100% Timely/Complete
Quality Assurance Checks Report	Part III	PDF	ASSIST Collaboration	Quarterly, NLT the 15th of next month of the end month in the quarter	100% Timely/Complete
Penetration Testing Report	Part III	PDF	ASSIST Collaboration	Bi-Monthly	100% Timely/Complete
Cybersecurity Compliance Checks Report	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete
Cybersecurity Audits Report	Part III	PDF	ASSIST Collaboration	Quarterly, NLT the 15th of next month of the end month in the quarter	100% Timely/Complete
Project Status Report	Part III	PDF	ASSIST Collaboration	Weekly	100% Timely/Complete
Comprehensive Project Reviews	Part III	PDF	ASSIST Collaboration	Monthly, NLT the 10th of each month	100% Timely/Complete

All applicable terms and conditions from the **GSA Schedule TBD** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule TBD** are applicable.

Project Management Audits	Part III	PDF	ASSIST Collaboration	Bi-Annual	100% Timely/Complete
Stakeholder Satisfaction Surveys	Part III	PDF	ASSIST Collaboration	Quarterly, NLT the 15th of next month of the end month in the quarter	100% Timely/Complete
Post Award Conference	Part III	Conference/Meeting	ASSIST Collaboration	Meeting Notes-Within three (3) business days after post kick off meeting	100% Timely/Complete
Progress Meetings	Part III	Conference/Meeting	ASSIST Collaboration	As required Agendas, meeting notes NLT three (3) business days after the meeting.	100% Timely/Complete
Quality Control Plan	Part III	PDF	ASSIST Collaboration	Agendas, meeting notes NLT three (3) business days after the meeting.	100% Timely/Complete
Government Property Management Plan	Appendix H	Plan/Report	ASSIST Collaboration	Within thirty (30) days of award	100% Timely/Complete

**Table Two – Performance Requirements Summary**

Performance Task	PWS Section	Performance Standard	Acceptable Quality Level	Method of Surveillance	Frequency	Applicable CPAR Factor
Comprehensive Special Warfare Support Operations	Part III	-IT Systems Availability -Accuracy of Documentation	-98% of the time, IT systems supporting physical and endurance fitness routines and operations must be available and responsive to user needs, minimizing downtime. -Documentation accuracy, including service provision records and related IT documentation, must meet a 95% accuracy threshold, reducing the risk of errors in operational records.	-Continuous monitoring through IT system logs and performance metric. -Regular audits and reviews of documentation accuracy.	-Monitored in real-time, with a monthly comprehensive analysis. - Monthly random audits with an annual comprehensive audit.	Management Quality
Security Authorization and Oversight Support Services	Part III	-IT Skills Training Effectiveness -Instructor and Student Feedback	-90% of operators must demonstrate proficiency in IT-related skills to stay calm, focused, and mentally resilient in high-stress situations, as evaluated through IT-based training modules. -85% satisfaction rate from instructors and students regarding the effectiveness of IT-related training in enhancing mental resilience during high-stress scenarios.	-Periodic skills assessments and scenario-based. -Surveys and feedback sessions.	- Monthly skills assessments with quarterly comprehensive evaluation. -Monthly surveys and bi-monthly feedback sessions.	Management Quality
Risk Management Framework Implementation Support Services	Part III	-Timely Identification and Mitigation of IT Risks -Compliance with IT Security Standards	-90% of identified IT risks must be addressed and mitigated within the specified timeframes outlined in the Risk Management Framework (RMF) guidelines. -95% compliance with established IT cybersecurity standards and protocols, ensuring that IT systems and data are secure and aligned with regulatory requirements.	-Regular risk assessments and status reports. -Periodic cybersecurity audits and checks.	-Quarterly risk assessments and monthly status reports. -Bi-annual cybersecurity audits with monthly compliance checks.	Management Quality

All applicable terms and conditions from the **GSA Schedule TBD** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule TBD** are applicable.

<p>Quality Control, Software Sustainment, Cybersecurity Support Services</p>	<p>Part III</p>	<p>-IT Software Sustainment and Quality Assurance -Cybersecurity Effectiveness for IT Systems</p>	<p>-98% of IT software sustainment activities must be completed without critical issues, meeting stringent quality assurance standards to ensure the reliability of IT systems. -90% of cybersecurity measures for IT systems must be proven effective through regular evaluations, penetration testing, and compliance checks, ensuring a robust defense against cyber threats.</p>	<p>-Continuous software monitoring and periodic quality assurance checks. -Regular penetration testing, compliance checks, and audits.</p>	<p>-Continuous monitoring with quarterly quality assurance checks. -Bi-monthly penetration testing, monthly compliance checks, and quarterly audits.</p>	<p>Management Quality</p>
<p>IT Program and Project Management Operational Support Services</p>	<p>Part III</p>	<p>-On-Time Delivery of IT Projects -IT Project Management Effectiveness</p>	<p>-95% of IT projects must be delivered on schedule, meeting predefined milestones and objectives to ensure timely completion of IT-related initiatives. -90% compliance with established IT project management methodologies, ensuring efficient resource allocation, risk management, and stakeholder satisfaction in the IT domain.</p>	<p>-Project timeline tracking and regular status reports. -Audits of project management methodologies and stakeholder satisfaction surveys.</p>	<p>-Weekly project status reports with monthly comprehensive reviews -Bi-annual audits and quarterly satisfaction surveys.</p>	<p>Management Quality Schedule</p>

[End of Appendix E]

## PART IV – PWS APPENDIX AND ATTACHMENT LIST

### APPENDIX F – DELIVERY INSTRUCTIONS, INVOICING AND SPECIAL REQUIREMENTS

**1. Delivery Instructions:**

Copies of deliverables shall be furnished to the appropriate Government personnel per the charts **Table One - List of Deliverables** and **Table Two - Performance Requirements Standards**. The Contractor shall deliver each report in accordance with the direction in the charts in **Table One - List of Deliverables** and **Table Two - Performance Requirements Standards**. Deliverables are to be transmitted with a cover letter, on the Prime Contractor's letterhead, describing the contents.

**2. Inspection and Acceptance of Services:**

All reports and PWS deliverables shall be inspected, tested (where applicable), reviewed, and accepted by the Government within a reasonable period of time in accordance with FAR 52.212-4 and the acceptance criteria as set forth in the section titled "Performance Threshold" column. Further inspection and acceptance details are outlined in the Quality Assurance Surveillance Plan, QASP (Appendix G).

**3. Contractor Quality Control Requirements:**

The PWS and subsequent award is for performance based commercial services. The Contractor shall develop and maintain a quality process to ensure services are performed in accordance with commonly accepted commercial practices and existing quality control systems throughout the life of the order.

The Contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. However, the Government reserves the right to perform inspections on services provided to the extent deemed necessary to protect the Government's interests. The Contractor must control the quality of the services and deliverables provided in support of this PWS and subsequent award; the Contractor must maintain substantiating evidence that services conform to this PWS and subsequent award quality requirements and furnish such information to the Government if requested.

The Contractor shall establish and maintain a complete Quality Control Plan to ensure the services are performed in accordance with this PWS requirements and commonly accepted commercial practices, throughout the life of the subsequent award. The Quality Control Plan shall include a Quality Control Matrix that addresses all deliverables in **Table One - List of Deliverables and Table Two - Performance Requirements Standards**. The Quality Control Matrix shall reflect the method by which the Contractor will meet the level of required performance and quality reflected in **Table One - List of Deliverables and Table Two - Performance Requirements Standards**.

**4. Contractor Teaming Arrangements:**

Contractor Teaming Arrangements is language utilized in **GSA Schedule TBD** /Federal Supply Schedule procurements. Contractor Teaming Arrangement documents are developed by the team members themselves and will vary from one Contractor Teaming Arrangement document to another. While not all-inclusive, the following Contractor Teaming Arrangement elements are areas that are typically of interest to the Government. The Contractor Teaming Arrangement documents shall include at a minimum the following:

**4.1 Identification of the Parties:**

The Contractor Teaming Arrangement document should always be put in writing and



signed by each participating Contractor. Each member of the Contractor Teaming Arrangement should be identified by name, address, GSA Schedule number, telephone number, and Point of Contact (POC). The Contractor Teaming Arrangement document should also state the name, identity, and POC for the Team Lead. The name and address of the Government contracting agency should be included and the primary points of contact at the Government for specific needs should be identified. The Contractor Teaming Arrangement document should state that it is solely between the team members and cannot conflict with the terms and conditions of each team member's GSA Schedule.

4.2 Specific Team Activities:

The Contractor Teaming Arrangement document should state the various types of activities that will be incorporated into the team arrangement and who is the primary party responsible for the activity.

4.3 Duration of Arrangement:

The duration of the team arrangement should be specified, including any options and how the options will work.

4.4 Terms of Arrangement:

The terms of the Contractor Teaming Arrangement should define the whole course of the project. The Contractor Teaming Arrangement document should specify the duration, the players, the responsibilities, and the limitations of the various players.

4.5 Team Ordering Procedures:

The Contractor Teaming Arrangement document should list the supplies/services and pricing, including any team lead fees, if applicable, and note that all prices charged to the Government are at or below **GSA Schedule TBD** prices.

4.6 List of Order Level Materials or Services:

The wide range of supplies and services offered by more than 15,000 GSA Schedule Contractors should make the need for Order Level Materials minimal. If required, all Order Level Materials items must be clearly identified as "OLMs".

4.7 Responsibilities of the Team Lead:

The Contractor Teaming Arrangement document should outline and specify the duties of the designated Team Lead at each phase of the project.

4.8 Responsibilities of the Team Members:

The Contractor Teaming Arrangement document should specify and describe the individual duties of the team members.

4.9 Pricing and Costs:

The Contractor Teaming Arrangement document should specify unit prices or hourly rates and how pricing is calculated. If there is a Project Management fee divided within the team, it should be specified. If there are any award or incentive fees, the Contractor Teaming Arrangement document should explain how they will be divided within the team.

4.10 Independent Contractors:

The Contractor Teaming Arrangement document should state that all team members remain Independent Contractors, responsible for their own employees.

- 4.11 Deliverable Responsibility:  
The Contractor Teaming Arrangement document should state whether the Team Lead or each team member is responsible for a particular part of the project, so that deliverable responsibility is clearly established.
- 4.12 Invoicing and Payment:  
The Contractor Teaming Arrangement document should designate which Contractor will be responsible for invoicing and payment. Prime/Team Lead agrees to issue a consolidated invoice, collect payment, and remit payment to Team Member within one week of payment. The Contractor Teaming Arrangement document should clearly indicate that all team members agree to this method of payment. The Contractor Teaming Arrangement document should also acknowledge that any dispute involving the distribution of payment between the team lead and the team members will be resolved by the team members, without any involvement by the Government.
- 4.13 Reporting of Sales and Industrial Funding Fee Payment Responsibility:  
The Contractor Teaming Arrangement document should specify that each Contractor is responsible for reporting its own sales under its Schedule task order and paying the related Industrial Funding Fee to the Government. Each team member will track sales all the way through the system by task order number to respond to the Industrial Funding Fee reporting requirements.
- 4.14 Warranties:  
The Contractor Teaming Arrangement document should designate who is responsible for resolving such warranty issues as who should the Government contact and when; who will come in and correct the problem; and how will compensation be made within the team.
- 4.15 Liabilities:  
The Contractor Teaming Arrangement document should address each team member's responsibilities and performance requirements so that liability is clearly established.
- 4.16 Confidential Information:  
The Contractor Teaming Arrangement document should identify any proprietary information and specify how such information will be handled.
- 4.17 Replacement of Team Members:  
The Contractor Teaming Arrangement document should address the circumstances and procedures for replacement of team members, including the team lead. The Contractor Teaming Arrangement document should also state that the team shall obtain the approval of the Government prior to replacing any team members.
- 4.18 Legal Relationship:  
The Contractor Teaming Arrangement document should not create a Joint Venture or separate Subsidiary.

## 5. **Additional Considerations:**

- 5.1 Records Information and Data:  
All software (databases/code) produced at the request of the Government becomes the sole property of the United States Government and shall enter the public domain and is non-proprietary. Subsequent use of this software for commercial purposes by the Contractor or any other entity may occur only after a properly filed Freedom of Information Act (FOIA)

request has been approved by the Government. Any such subsequent use shall attribute the origin of the software to the Government.

All deliverables become the sole property of the United States Government. The Government, for itself and such others as it deems appropriate, will have unlimited rights under this PWS and subsequent award to all information and materials developed under this this PWS and subsequent award and furnished to the 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 task order 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 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 task order, shall become the property of the Government.

5.2 Copyright:

Any software and computer data/information developed, as a component of this this PWS and subsequent award 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© 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.”

For emphasis reference Data Clauses included in this PWS and subsequent award as applicable.

5.3 Close Out Invoices for Each Period of Performance and Final Close Out Invoice:

The Government will begin close out of each period of performance within sixty (60) days from the completion of a period of performance listed within the award. Closeout Invoices for each period of performance must be so identified and the Contractor shall submit a final closeout invoice at the completion of the close-out for each period of performance.

At the completion of the close out for each period of performance, no further charges are to be billed. After the final invoice has been paid, the Contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Government Contracting Officer. This Release of Claims is due within fifteen (15) calendar days of final payment. A copy of the written acceptance of work completion must be attached to final invoices. The Contractor shall request from the Government an extension for final invoices that may exceed the sixty (60) daytime frame. The Government reserves the right to require certification by the Government PM and COR before payment is processed, if necessary.

No rates agreed to under the terms of this order are subject to DCAA or other “final” audited rates.

5.4 Work Schedule Coordination:

Accomplishment of all work included in this performance based PWS will require the Contractor to coordinate with and work cohesively with other Contractors on site. The Contractor shall work with all other onsite Contractors to develop work schedules that will ensure all work under this PWS and subsequent award is completed by the completion date

of this order in the most efficient manner possible. The Contractor shall arrange their crew's schedule and perform this work so as not to interfere with operations of the Government and the operations of other Contractors. The Government is not responsible for, nor is it responsible for paying for, delays caused by a lack of coordination with other Contractors or Subcontractors. The Government will not pay for delays or other damages due to lack of coordination with other onsite Contractors and Subcontractors.

If the Contracting Officer determines that the Contractor is failing to coordinate his work with the work of other Contractors as directed, he/she may upon written notice:

- Withhold any payment otherwise due hereunder until his/her directions are complied with by the Contractor.
- Direct others to perform portions of the award and charge cost of work to the order amount.
- Terminate any and all portions of the subsequent award for its failure to perform in accordance with the PWS requirements and subsequent award.

Failure to work cooperatively and cohesively with other Contractors on site will result in the occurrence being documented on the Contractor's Performance Assessment Report, which could have a negative impact on winning future work where Past Performance is an evaluation factor.

The Government Contracting Officer may consider time extensions and equitable adjustments only if they can determine the delays effecting the ultimate completion date were solely caused by the Federal Government.

## 6. Invoicing/ Procedures for Payment:

### 6.1 Electronic Posting of Invoices:

The Contractor shall electronically transmit/submit invoices and supporting documentation for invoices through the GSA's web-based procurement system, through the Central Invoice Service (CIS), 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. This is the only acceptable means for invoice submissions.

NO paper invoices shall be accepted. For additional assistance contact the ASSIST Helpdesk at 877-472-4877.

### 6.2 Invoice Content:

The Contractor's invoice will be submitted monthly for work performed the prior month. The Contractor may invoice only for the hours, travel and unique services ordered by the Government and used in direct support of the task order. The invoice shall be submitted on official Contractor letterhead and shall include the following information at a minimum:

- GSA Acquisition Number
- Acquisition Number ACT Number (see the front of the SF300 document)
- Prompt Payment Discount
- Remittance Address
- Period of Performance for Billing Period
- Point of Contact and Phone Number
- Invoice Amount

- Skill Level Name and Associated Skill Level Number (for FFP, T&M or Labor Hour)
- Actual Hours Worked During the Billing Period (for FFP, T&M or Labor Hour)
- Travel Itemized by Individual and Trip (Include supporting documentation and CTP)

The Government reserves the right to audit, thus; the Contractor shall keep on file all backup support documentation for travel and ODCs.

6.3 Invoicing for T&M/Severable Order:

The Period of Performance (POP) for each T&M invoice shall be for one calendar month (30/31 calendar days).

For T&M orders each invoice shall list the labor category as awarded on the order, the hours worked per skill level/labor category, the rate per skill level/labor category and the extended amount for that invoice period. It shall also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, as well as the grand total of all costs incurred and invoiced.

For Time and Material orders each invoice shall clearly indicate both the current invoice's monthly "burn rate" and the total average monthly "burn rate".

The Contractor shall submit all required documentation (unless exempted by the subsequent award or order) as follows:

- For Pre-priced Fully Incorporated (Quantities and Description) ODCs/Materials: Submit a description of the ODC, quantity, unit price and total price of each ODC.
- For Un-priced (unknown Quantity/ ODCs/Materials: Submit a description of the ODC, quantity, unit price and total price of each ODC. Submit the approved CTP FORM (Appendix D OF THIS ORDER).

6.4 Government Acceptance:

The Government must accept the services and/or products provided under the terms of the PWS and subsequent award.

The Government will accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ASSIST 2.0, by accepting the Acceptance Document generated by the Contractor. Electronic acceptance of the invoice by the Government COR is considered concurrence and acceptance of services.

The Government may also generate a hard copy acceptance document. Regardless, of the method of acceptance the Contractor shall seek acceptance and electronically post the acceptance document in GSA's electronic Web-based Order Processing System, currently ASSIST 2.0. (Written acceptances will be posted as an attachment along with any other supporting documentation.) After acceptance of the invoice by the Government, the Contractor shall submit a proper invoice to GSA Finance not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item. In the absence of Government acceptance within thirty (30) days, the Contractor shall submit an invoice.

The acceptance of the authorized Government representative (which is normally the



Government COR) is REQUIRED prior to the approval of payment for any invoiced submitted. If required, the documentation should include: the Government's signed written acceptance OR the Government's electronic acceptance, is not received within 15 calendar days from the date the invoice was submitted to GSA Finance, the invoice may be rejected in whole or in part as determined by the Government.

6.5 Final Invoice:

Invoices for final payment must be so identified and submitted within sixty (60) days from work completion and no further charges are to be billed. A copy of the written acceptance of work completion must be attached to final invoices. The Contractor shall request from the Government an extension for final invoices that may exceed the sixty (60) daytime frame.

The Government reserves the right to require certification by the Government PM or COR before payment is processed, if necessary.

[End of Appendix F]

## **PART IV – PWS APPENDIX AND ATTACHMENT LIST**

### **APPENDIX G – QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

The Quality Assurance Surveillance Plan (QASP) is an internal document the Government uses that provides a systematic method to evaluate performance for the stated subsequent award. This QASP explains the following:

- What will be monitored?
- How monitoring will take place?
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented?

This QASP does not detail how the Contractor will accomplish the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the subsequent award. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. This QASP is a "living document" and the Government may review and revise it on a regular basis.

#### **Contract Performance Evaluation**

In accordance with FAR 42.1502, the Government will record past performance information for acquisitions over \$250,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows Contractors to view and comment on the Government's evaluation of the Contractor's performance before it is finalized.

Contractors are required to register in the CPARS, so Contractors may review and comment on past performance reports submitted through the CPARS ([www.cpars.gov](http://www.cpars.gov)).

**PART IV – PWS APPENDIX AND ATTACHMENT LIST**  
**APPENDIX G – QASP**  
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## PART IV – PWS APPENDIX AND ATTACHMENT LIST

### APPENDIX G – QASP

#### 1.0 General Instructions:

This Quality Assurance Surveillance Plan (QASP) establishes the process for surveillance of the subsequent award performance in support of Special Warfare Training Wing (SWTW), IT Lifecycle for the U.S. Department of Defense, Air Education and Training Command (AETC), as detailed in the Performance Work Statement (PWS).

This QASP has been completed in partial fulfillment of requirements established under Federal Acquisition Regulation (FAR) Part 46. It details the surveillance roles and responsibilities of the contract administration team and describes the specific contract elements subject to surveillance. Further, this QASP establishes the methods of surveillance to be employed, as well as the frequency and timing of that surveillance. The documentation produced through implementation of this QASP will serve to inform the Quarterly Contracting Officer's Representative (COR) Report in accordance with the Federal Acquisition Service (FAS) Policy and Procedure (PAP) Memo 2020-03, and as implemented via the associated ASSIST Quarterly COR Report module, as well as the applicable Contractor Performance Assessment Report (CPAR). This QASP is filed under Tab 47, Surveillance, of the Electronic Contract File (ECF), and the surveillance documents produced in accordance with this QASP are filed as described in the applicable sections below. In short, this QASP establishes what must be surveilled, how it must be surveilled, and when surveillance must occur. Note: The format of the Quarterly COR Report is provided for via a template that is separate from this document.

This QASP is effective as of the date on the cover and supersedes all previous versions. In the instance of a conflict between this QASP and the associated contract, the contract shall prevail.

#### 2.0 Purpose:

The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards or quality levels identified in the PWS, and for ensuring that the Government pays only for the level of services received.

This QASP defines the roles and responsibilities of all members of the Integrated Project Team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes Quality Assurance (QA) documentation requirements, describes the analysis of QA monitoring results, and provides a Performance Requirements Summary (PRS).

The Contractor is responsible for implementing and delivering performance that meets PWS and subsequent award standards using its Quality Control Plan (QCP). The QASP provides the structure for the Government's surveillance of the Contractor's performance and their QCP to assure they meet PWS and subsequent award standards. It is the Government's responsibility to be objective, fair, and consistent in evaluating the Contractor's performance.

The QASP is not part of the PWS and subsequent award, and it is not intended to duplicate the Contractor's QCP. This QASP is a living document. Flexibility in the QASP is required to allow for an increase or decrease in the level of surveillance necessary based on contractor performance.

## 2.1 Performance Management Approach:

The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the Contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by the Government to monitor and manage the Contractor’s performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the Contractor.

Performance management represents a significant shift from the more traditional QA concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent versus scrutiny of compliance with the processes used to achieve the outcome. A performance-based approach facilitates the Contractor providing an innovative solution within the stated constraints that gives the Government the opportunity to receive outstanding results. A “results” focus provides the Contractor flexibility to continuously improve and innovate over the course of the PWS and subsequent award as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

### 2.1.1 Performance Management Strategy:

The Contractor shall be responsible for the quality of all work performed. The Contractor measures that quality through the Contractor’s own Quality Control (QC) program. QC is applicable to all work performed under the PWS and subsequent award and accordingly, for any award featuring a Prime Contractor/Subcontractor arrangement, the Prime Contractor’s QC program must also address how it will ensure the quality of all work that its Subcontractors perform. The Contractor’s QCP shall set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The Contractor shall develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the contractor’s QC program.

Government Representative(s) will monitor performance and review performance reports furnished by the Contractor to determine how the Contractor is performing against communicated performance objectives. The Government will utilize performance data generated through surveillance in accordance with this QASP to manage contractual performance. Specifically, the Government will complete regular evaluations of Contractor performance in accordance with the PRS. The Government will document those evaluations using the Quality Assurance Monitoring Form (QAMF) and the aforementioned Quarterly COR Report. These evaluations will inform the Contractor’s rating in the applicable CPAR. Additionally, regular evaluations may lead to action by the Contracting Officer (CO), including, but not limited to, demands for Corrective Action Reports by the Contractor, the issuance of Cure Notices, or the issuance of Show Cause letters. In summary, the surveillance completed and documented through implementation of this QASP will have real and meaningful impact upon the performance of the PWS and subsequent award.



## 2.2 Scope of this QASP:

This section of the QASP describes the contractual effort to which the QASP applies. Additionally, this section addresses any applicable and special concerns, to include surveillance under Indefinite Delivery contracting methods.

### 2.2.1 Description of the Contractual Effort:

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform support services including software development for support of Special Warfare Training Wing (SWTW), IT Lifecycle for the U.S. Department of Defense, Air Education and Training Command (AETC) as defined in this PWS except for those items specified as Government Furnished Property and Services. The Contractor shall perform to the standards in this PWS and subsequent award.

### 2.2.2 Surveillance of the Indefinite Delivery Vehicle Effort:

Surveillance for this PWS and subsequent award is performed at the order level. Accordingly, the associated memorandum documenting this will be filed in Tab 47 of the ECF of the base contract.

Surveillance will be documented in accordance with this QASP and additional surveillance documentation for this contract will be completed and filed in Tab 47.

## 3.0 **Roles and Responsibilities:**

This section of the QASP specifies the roles and responsibilities of the applicable individuals regarding subsequent award surveillance.

### 3.1 Government Contracting Officer:

The Government Contracting Officer (CO) is responsible for monitoring the PWS and subsequent award compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Government COR and the Contractor. The Government CO will typically designate one full-time Government COR as the Government authority for Performance Management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the Contractor's performance, and said individuals must be identified and designated by the Government CO.

Assigned Contracting Officer: Jamela Jarrell  
Organization or Agency: General Services Administration (GSA)  
Email: [Jamela.jarrell@gsa.gov](mailto:Jamela.jarrell@gsa.gov)  
Phone: 817-978-4228

### 3.2 Government Contracting Officer's Representative:

The Government COR is designated in writing by the Government CO to act as their authorized representative to assist in administering the PWS requirements and subsequent award. The Government COR limitations are contained in the written appointment letter. The Government COR is responsible for technical administration of the project and ensures proper Government surveillance of the Contractor's performance. The Government COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect award price, terms, or conditions shall be referred to the Government CO for action. The

Government COR will have the responsibility for completing QAMFs used to document the inspection and evaluation of the Contractor's work performance. Additionally, the COR is responsible for completing the Quarterly COR Report per the established template and ensuring that completed reports are filed in Tab 47 of the ECF. Government surveillance may occur under the inspection of services clause for any service relating to the PWS and the subsequent award.

Assigned COR: Justin W Collier  
Organization or Agency: SWTW  
Email: [justin.collier@us.af.mil](mailto:justin.collier@us.af.mil)  
Phone: (210) 671-4633

### 3.3 Government Project Manager:

The Government PM will rely on the Government COR to perform the on-site monitoring of the Contractor. The Government PM will stay in close contact with the Government COR in monitoring the Contractor's performance. The Government PM is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect award price, terms, or conditions shall be referred to the Government CO for action.

Assigned PM: Patricia E Hammons  
Organization or Agency: General Services Administration  
Email: [patricia.hammons@gsa.gov](mailto:patricia.hammons@gsa.gov)  
Phone: (817) 850-8191

## 4.0 **Surveillance Procedure:**

### 4.1 The Performance Requirements Summary:

The Performance Requirements Summary (PRS) is the "heart" of quality surveillance. The tasks, performance standards, and Acceptable Quality Levels (AQLs) in the matrix below are established in the PWS and subsequent award. The method of surveillance and frequency of surveillance are established by this QASP, and CPAR factors applicable to each PWS task and requirements are annotated in this QASP PRS. These parameters have been chosen to ensure that PWS and subsequent award surveillance supports and documents Contractor performance.

The following provides a description of each column of the QASP PRS matrix:

- **Task:** The tasks established in this QASP PRS are derived from those established in the PWS and subsequent award. The task provides a description of the work to be surveilled, as well as a PWS citation that associates the task with specific requirements.
- **Performance Standard:** Performance standards established in the QASP PRS are derived from those established in the PWS and subsequent award. The performance standard describes the expected level of performance associated with a task.
- **Acceptable Quality Levels:** Acceptable Quality Levels (AQLs) established in the QASP PRS are derived from those established in the PWS and subsequent award. The AQL provides a specific metric to allow the Government to determine whether Contractor performance regarding a task is acceptable. For the purposes of this QASP, meeting the AQL for a task is commensurate with Satisfactory

performance. Failure to meet an AQL constitutes Marginal or Unsatisfactory performance, depending upon the degree to which the AQL has been breached. Exceeding the AQL may constitute Very Good or Exceptional performance, but only if the Government realizes specific benefits, such as a higher quality deliverable or a reduction in award cost. The IPT should exercise care when determining the AQL and should avoid establishing perfection as the standard except in the rare instance when perfection is required.

- **Method:** This QASP PRS establishes the method of surveillance for each task in the PRS matrix. The appropriate method is one that successfully compares the observed performance with both the performance standard and the AQL. Typical methods include 100% inspection, random sampling, periodic sampling/inspection, and customer/client feedback. However, the method selected is not necessarily limited to these options. Rather, the method selected may be tailored to a task to successfully determine whether observed performance meets the established standard and AQL. A best practice is to establish in the description of the method the individual(s) responsible for the surveillance (the “who”) as well as “how” surveillance will be accomplished. The Government COR will utilize the QAMF, Section 4.2, established in this QASP to document completion of surveillance in accordance with the method described.
- **Frequency:** This QASP PRS establishes the frequency of surveillance for each task in the PRS matrix. The frequency of surveillance must be tailored with respect to the task, performance standard, AQL, and method. The Government COR will utilize the QAMF to document the date on which surveillance occurred to demonstrate compliance with the frequencies established in this QASP PRS. For example, a monthly status report to be surveilled via 100% inspection must be completed monthly.
- **Applicable CPAR Factor(s):** This QASP PRS associates each surveillance activity with an applicable CPAR factor. Regular assessment of Contractor performance using the CPAR Factors established in FAR 42.1503(h)(4) (e.g., Exceptional, Very Good) will support CPARs completed either annually, or at the conclusion of performance. IPTs should consult FAR 42.1503(h)(4) when determining which CPAR factors are applicable to a particular task and the associated surveillance.

## The QASP PRS Matrix

**Table Two – Performance Requirements Summary**

Performance Task	PWS Section	Performance Standard	Acceptable Quality Level	Method of Surveillance	Frequency	Applicable CPAR Factor
Comprehensive Special Warfare Support Operations	Part III	-IT Systems Availability -Accuracy of Documentation	-98% of the time, IT systems supporting physical and endurance fitness routines and operations must be available and responsive to user needs, minimizing downtime. -Documentation accuracy, including service provision records and related IT documentation, must meet a 95% accuracy threshold, reducing the risk of errors in operational records.	-Continuous monitoring through IT system logs and performance metric. -Regular audits and reviews of documentation accuracy.	-Monitored in real-time, with a monthly comprehensive analysis. - Monthly random audits with an annual comprehensive audit.	Management Quality
Security Authorization and Oversight Support Services	Part III	-IT Skills Training Effectiveness -Instructor and Student Feedback	-90% of operators must demonstrate proficiency in IT-related skills to stay calm, focused, and mentally resilient in high-stress situations, as evaluated through IT-based training modules. -85% satisfaction rate from instructors and students regarding the effectiveness of IT-related training in enhancing mental resilience during high-stress scenarios.	-Periodic skills assessments and scenario-based. -Surveys and feedback sessions.	- Monthly skills assessments with quarterly comprehensive evaluation. -Monthly surveys and bi-monthly feedback sessions.	Management Quality
Risk Management Framework Implementation Support Services	Part III	-Timely Identification and Mitigation of IT Risks -Compliance with IT Security Standards	-90% of identified IT risks must be addressed and mitigated within the specified timeframes outlined in the Risk Management Framework (RMF) guidelines. -95% compliance with established IT cybersecurity standards and protocols, ensuring that IT systems and data are secure and aligned with regulatory requirements.	-Regular risk assessments and status reports. -Periodic cybersecurity audits and checks.	-Quarterly risk assessments and monthly status reports. -Bi-annual cybersecurity audits with monthly compliance checks.	Management Quality
Quality Control, Software Sustainment, Cybersecurity Support Services	Part III	-IT Software Sustainment and Quality Assurance -Cybersecurity Effectiveness for IT Systems	-98% of IT software sustainment activities must be completed without critical issues, meeting stringent quality assurance standards to ensure the reliability of IT systems. -90% of cybersecurity measures for IT systems must be proven effective through regular evaluations, penetration testing, and compliance checks, ensuring a robust defense against cyber threats.	-Continuous software monitoring and periodic quality assurance checks. -Regular penetration testing, compliance checks, and audits.	-Continuous monitoring with quarterly quality assurance checks. -Bi-monthly penetration testing, monthly compliance checks, and quarterly audits.	Management Quality
IT Program and Project Management Operational Support Services	Part III	-On-Time Delivery of IT Projects -IT Project Management Effectiveness	-95% of IT projects must be delivered on schedule, meeting predefined milestones and objectives to ensure timely completion of IT-related initiatives.	-Project timeline tracking and regular status reports.	-Weekly project status reports with monthly comprehensive reviews	Management Quality Schedule

All applicable terms and conditions from the **GSA Schedule TBD** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule TBD** are applicable.

			-90% compliance with established IT project management methodologies, ensuring efficient resource allocation, risk management, and stakeholder satisfaction in the IT domain.	-Audits of project management methodologies and stakeholder satisfaction surveys.	-Bi-annual audits and quarterly satisfaction surveys.	
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4.2 The Quality Assurance Monitoring Form:

The Government will use the surveillance methods cited in the PRS to determine whether the performance standards and AQLs have been met by the Contractor. The COR will document the Government’s quality assurance surveillance using the monitoring form using Attachment 1, Quality Assurance Monitoring Form (QAMF) Template. If the Contractor has not met the AQLs, the Contractor may be required to develop a Corrective Action Plan (Attachment 3) to show how and by what date it will bring performance up to the required levels.

The Government COR will upload a copy of the completed QAMF to the ECF as frequently as needed to comply with the PRS or at least once every three months. Completed QAMFs will be uploaded to ECF Tab 47, Surveillance.

4.3 The Client Complaint Investigation Form:

The Performance Management drives the Contractor to be customer-focused through initially and internally reviewing the quality of performance. When a customer complaint arises, a customer may use the Client Complaint Investigation Form (Attachment 2). Valid customer complaints must clearly set forth the detailed nature of the complaint, must be in writing and signed, and must be forwarded to the Government COR. The Government COR will investigate the complaint, using the Client Complaint Investigation Form and will inform the Contractor of the complaint. If corrective actions have been taken or are planned, the Government COR may document in the Corrective Action Plan (Attachment 3).

4.4 The Government COR Quarterly Report:

A Government COR Quarterly report must be completed in accordance with FAS PAP 2020-03, and the controlling Government COR Standard Operating Procedures. Government CORs should refer to Attachment 4 for the Government COR Quarterly report. Regular completion of the QAMF will support completion of the Government COR Quarterly Report and inform its contents.

Timing for completion and filing of the Government COR Quarterly Report is dependent upon the award date of the applicable contract or order. As this order was awarded on **TBD**, Government COR Quarterly Reports associated with this QASP will be completed by the final days of December, April, July and September.

Each Government COR Quarterly Report will be completed in accordance with the instructions provided in this with FAS PAP 2020-03 and filed under Tab 47, Surveillance, of the ECF.



**5.0 QASP Attachments:**

5.1 Attachment One - The Quality Assurance Monitoring Form Template:

**Quality Assurance Monitoring Form**

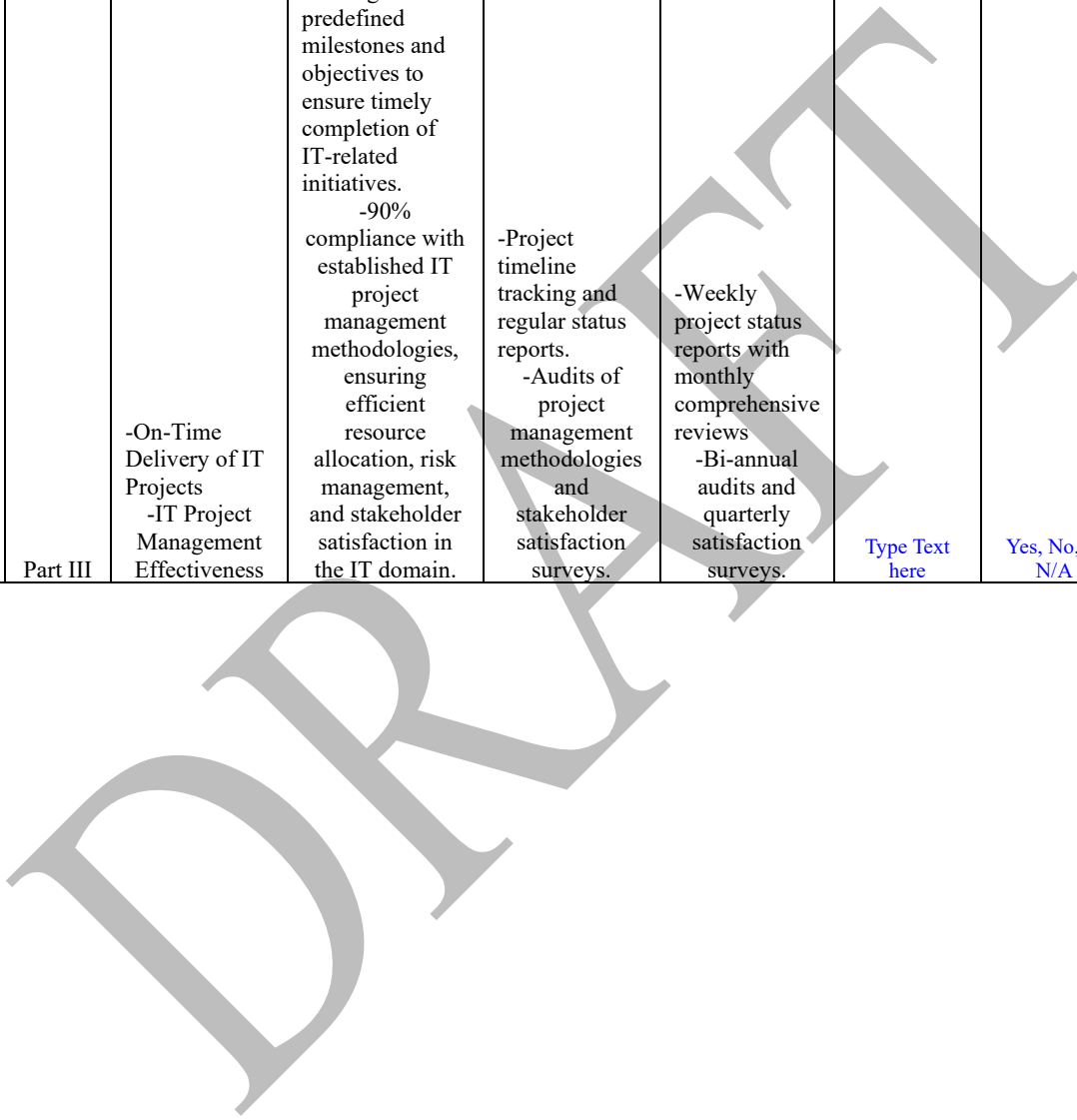
Acquisition Number:				Task Order Number:				
Contractor:				COR:				
Surveillance Period:				Period of Performance:				
Task	PWS Section	Performance Standard	AQL	Method of Surveillance	Frequency	Date	Contract or AQL	Supportive Narrative
Insert ALL Tasks from PRS matrix	Insert PWS Section	Insert Performance Standard from PRS matrix	Insert AQL from PRS matrix	Insert Method of Surveillance from PRS matrix	Insert Frequency from PRS matrix	Insert the date(s) monitoring occurred or N/A if monitoring was not required for this task during the surveillance period.	Select Yes, No, or N/A if monitoring was not required for this task during the surveillance period.	Provide a narrative of contractor performance or N/A. Include specific examples or analysis if the AQL was not met. Reference any other supporting documentation and its location in the contract file, if applicable. Narrative should provide ratings for the applicable CPAR factors.
Comprehensive Special Warfare Support Operations	Part III	-IT Systems Availability -Accuracy of Documentation	-98% of the time, IT systems supporting physical and endurance fitness routines and operations must be available and responsive to user needs, minimizing downtime. -Documentation accuracy, including service provision records and related IT documentation, must meet a 95% accuracy threshold, reducing the risk of errors in operational records.	-Continuous monitoring through IT system logs and performance metric. -Regular audits and reviews of documentation accuracy.	-Monitored in real-time, with a monthly comprehensive analysis. - Monthly random audits with an annual comprehensive audit.	Type Text here	Yes, No, or N/A	Type Text here or N/A
Security Authorization and Oversight Support Services	Part III	-IT Skills Training Effectiveness -Instructor and Student Feedback	-90% of operators must demonstrate proficiency in IT-related skills to stay calm, focused, and mentally resilient in high-stress situations,	-Periodic skills assessments and scenario-based. -Surveys and feedback sessions.	- Monthly skills assessments with quarterly comprehensive evaluation. -Monthly surveys and bi-monthly	Type Text here	Yes, No, or N/A	Type Text here or N/A

All applicable terms and conditions from the **GSA Schedule TBD** shall become legally binding upon the Contractor at the time of award. Unless otherwise stated in the Performance Work Statement, all instructions, guidelines, procedure, and deliverables as stated in the **GSA Schedule TBD** are applicable.

			<p>as evaluated through IT-based training modules.</p> <ul style="list-style-type: none"> <li>-85% satisfaction rate from instructors and students regarding the effectiveness of IT-related training in enhancing mental resilience during high-stress scenarios.</li> </ul>		<p>feedback sessions.</p>			
<p>Risk Management Framework Implementation Support Services</p>	<p>Part III</p>	<p>-Timely Identification and Mitigation of IT Risks -Compliance with IT Security Standards</p>	<p>-90% of identified IT risks must be addressed and mitigated within the specified timeframes outlined in the Risk Management Framework (RMF) guidelines.</p> <ul style="list-style-type: none"> <li>-95% compliance with established IT cybersecurity standards and protocols, ensuring that IT systems and data are secure and aligned with regulatory requirements.</li> </ul>	<p>-Regular risk assessments and status reports. -Periodic cybersecurity audits and checks.</p>	<p>-Quarterly risk assessments and monthly status reports. -Bi-annual cybersecurity audits with monthly compliance checks.</p>	<p>Type Text here</p>	<p>Yes, No, or N/A</p>	<p>Type Text here or N/A</p>
<p>Quality Control, Software Sustainment, Cybersecurity Support Services</p>	<p>Part III</p>	<p>-IT Software Sustainment and Quality Assurance -Cybersecurity Effectiveness for IT Systems</p>	<p>-98% of IT software sustainment activities must be completed without critical issues, meeting stringent quality assurance standards to ensure the reliability of IT systems.</p> <ul style="list-style-type: none"> <li>-90% of cybersecurity measures for IT systems must be proven effective through regular evaluations, penetration</li> </ul>	<p>-Continuous software monitoring and periodic quality assurance checks. -Regular penetration testing, compliance checks, and audits.</p>	<p>-Continuous monitoring with quarterly quality assurance checks. -Bi-monthly penetration testing, monthly compliance checks, and quarterly audits.</p>	<p>Type Text here</p>	<p>Yes, No, or N/A</p>	<p>Type Text here or N/A</p>

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			testing, and compliance checks, ensuring a robust defense against cyber threats.					
IT Program and Project Management Operational Support Services	Part III	-On-Time Delivery of IT Projects -IT Project Management Effectiveness	-95% of IT projects must be delivered on schedule, meeting predefined milestones and objectives to ensure timely completion of IT-related initiatives. -90% compliance with established IT project management methodologies, ensuring efficient resource allocation, risk management, and stakeholder satisfaction in the IT domain.	-Project timeline tracking and regular status reports. -Audits of project management methodologies and stakeholder satisfaction surveys.	-Weekly project status reports with monthly comprehensive reviews -Bi-annual audits and quarterly satisfaction surveys.	Type Text here	Yes, No, or N/A	Type Text here or N/A



5.2 Attachment Two – Client Complaint Investigation Form Template:

**CLIENT COMPLAINT INVESTIGATION FORM**

Service: *(Insert a brief description of the service that is being reviewed)*

Surveillance Period: *(Insert date/time of the surveillance period)* Month XX, 20XX through Month XX, 20XX

Date/Time that Complaint was Received: *(Insert date/time)* Month XX, 20XX at 11:00 am Eastern Time (ET) *(modify based on actual time that complaint was received)*

Source of Complaint: *(Insert information regarding the source of the complaint)*

Name: \_\_\_\_\_

Organization or Agency: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Nature of Complaint: *(Insert a description of the nature of the complaint)*

Result of the Investigation: *(Insert a summary of the results of the complaint investigation)*

Date/Time that Contractor was Informed of Complaint: *(Insert date/time)* Month XX, 20XX at 11:00 am ET *(modify based on actual time that service provider was informed)*

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

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5.3 Attachment Three – Corrective Action Template:

**Contract Corrective Action Plan**

**A. Administrative Information**

Contract Number/Task Order Number:	
Report Number:	
Issue to (Contractor, Name, Title):	
Issue by (COR):	
Date of Issue:	
Area of Concern (PWS Section, PRS #):	
Suspense Date:	

**B. Description of Area of Concern (Describe in Detail and Ref. PWS *(choose one)* Section)**

*Finding 1*

*Impact*

*Finding 2*

*Impact*

**C. Contractor Response**

*Insert a written Corrective Action Plan that details the corrective action of the Areas of Concern cited. Include the cause and actions taken to prevent recurrence by Suspense Date.*

**D. Government Response and Actions Taken**

*COR Response to Contractor Corrective Action Plan and Action Taken to Prevent Recurrence - Indicate Acceptance, Partial Acceptance, Rejection with Rationale.*

*Insert CO Action: (If applicable, reduced payment, cure notice, show cause, other)*

**E. Closeout**

	Name, Title	Signature	Date
Contractor Notified			
Client Representative			
COR/CO			

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5.4 Attachment Four - Contracting Officer's Representative Quarterly Report Template:

**[TEMPLATE INCLUDED IN SEPARATE FILE]**

[End of Appendix G]

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**PART IV – PWS APPENDIX AND ATTACHMENT LIST  
 APPENDIX H – GOVERNMENT AND CONTRACTOR FURNISHED  
 PROPERTY EQUIPMENT AND SERVICES**

This attachment includes a list of all Government and Contractor Furnished Property, Equipment, and Services that the Contractor will be responsible for.

**Government Furnished Property**

**Serialized or Non-Serialized Equipment: (Sample fill-in data)-Provide actual equipment.**

Item#	Description	Model	Year of Issue	Serialized Identifier	# of Items
1	Laptop 1	HP	2021	12345680X	TBD
2	Laptop 2	Dell	2022	PRTY1234	TBD
3	Cell phone	Verizon	2022	12345680ZPPTTR6	489
4	50 Bay Charger				22
5	Panasonic Tough Books				17
6	Panasonic Tablet (Legacy)				2
7	Microsoft Tablet (Legacy)				2
8	Puc				1,108
9	Bag w/ accessories				1,000
10	Student iPad				950
11	Staff iPad				50
12	External Cases				120
13	External Batteries				120
14	Protective Cases				1,000
15	LTE Chips				1,000
16	Garmin Watches - Vivio 3				50
17	Polar Teams Systems – Charging Bay				2
18	Polar Teams Systems – Pucs				50
19	Polar Teams Systems – Chest Straps				50
20	Kiosk - Stand				10
21	Kiosk				10
22	Kiosk – LTE Chip				10

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**Contractor Furnished Property**

**Serialized or Non-Serialized Equipment: (Sample fill-in data)-Provide actual equipment.**

Item#	Description	Model	Year of Issue	Serialized Identifier	# of Items
1					
2					
3					
4					

**Government Property Management Plan**

The Contractor shall provide a plan within thirty business (30) days of the subsequent award.

The plan shall include at least the following areas:

- Management and/or acquisition of equipment.
- Records and reports
- Utilization
- Maintenance
- Closeout
- Subcontractor Control, where applicable
- Access by Government

[End of Appendix H]



## PART IV – PWS APPENDIX AND ATTACHMENT LIST

### APPENDIX I – INFORM 2.0 PROCEDURES

#### 1.0 INFORM 2.0:

##### 1.1 INFORM Solicitation Language FAR Part 8:

Overview of the In-depth Feedback through Open Reporting Methods (INFORM) Process: This solicitation is part of the Government's post award communication process called INFORM. The process is designed to enhance the quality and usefulness of post-award communications by providing greater transparency and openness into the procurement process. INFORM seeks to increase the Government and specifically, GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM process, the Government will seek to share additional information with the prospective Contractor(s) in writing and/or through an oral feedback meeting that is not required by statute or regulation. For purposes of this solicitation, and in addition to any information required by FAR Part 8.405-2(d), the Government is providing each Contractor with the opportunity to participate in the INFORM process as further discussed below. The additional opportunities set forth in this section do NOT constitute a debriefing or required debriefing pursuant to FAR 15.506. This is a procurement being conducted pursuant to FAR Part 8 and, accordingly, any regulatory notification of award and a brief explanation of the basis for the award decision are specified at FAR 8.405-2(d).

##### 1.2 Detailed Description of the INFORM Process:

**Component One - Notification of Award:** After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Part 8.405-2), the Contracting Officer will issue written notices to the successful and unsuccessful Contractor (the Notification Letter and Evaluation Statement (NLES)). The notices will contain:

- All information required by statute or regulation.
- An unredacted copy of the complete Technical Evaluation for that particular Contractor that includes a full description of the unsuccessful Contractor's strengths, weaknesses, risks, and deficiencies.
- An overall Technical Evaluation summary for that particular Contractor and the successful Contractor that includes evaluated price, overall technical ranking, rating, or score.

**Component Two - Request for Oral Feedback Meeting or Written Questions:** Within three (3) business days after receipt of the NLES, a Contractor may, but is not required to:

- Submit a written request to the Contracting Officer for an oral feedback meeting.
- Submit a list of written questions to the Contracting Officer; or
- Take no further action.

If a Contractor does not request an oral feedback meeting or submit a list of written questions within the three (3) day, time-period, the INFORM process is concluded.

If the Contractor submits a list of written questions in lieu of the oral feedback meeting, the Contracting Officer will attempt to respond within five (5) business days of receipt of the written questions. Unless otherwise stated, the Contracting Officer's response to the written questions will conclude the INFORM process.

If the Contractor requests an oral feedback meeting, the Contractor should provide the following information:

- Primary point of contact
- List of participants with titles (e.g., Senior Vice President)
- List of topics to assist GSA better prepare for the oral feedback meeting; and,
- Preference for in-person, telephone, or web-based conferencing (if available).

The Contracting Officer will make every effort to schedule the oral feedback meeting within five (5) business days of the Contractor's receipt of the notification of award.

**Component Three - Oral Feedback Meeting:** During the oral feedback meeting, the Government's objectives are to provide:

- Reasonable responses to written questions submitted by the Contractor.
- Cohesive explanations for the evaluation conclusions and award decisions.
- Any additional information about the fairness and impartiality of the evaluation and whether the award decision was rational.
- Reasonable responses to additional questions raised during the meeting.
- Additional transparency into the underlying competition process.
- A greater understanding of the evaluation and award process.

The Government will not provide any information that is prohibited by law or regulation.

**Component Four - Post Oral Feedback Meeting Questions:** Within two (2) business days after the conclusion of the oral feedback meeting, the Contractor may submit a list of written questions to the Contracting Officer. The Contracting Officer will provide a written response within five (5) business days and, unless otherwise noted, the INFORM process is concluded.

If the Contractor elects not to submit a list of written questions within two (2) business days after the oral feedback meeting, the INFORM process is concluded.

[End of Appendix I]

**PART IV – PWS APPENDIX AND ATTACHMENT LIST**  
**APPENDIX J – DD254**

[End of Appendix J]

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**PART IV – PWS APPENDIX AND ATTACHMENT LIST**  
**APPENDIX H – CONSENT TO PURCHASE (CTP) TEMPLATE**  
(SEPARATE DOCUMENT)

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<b>Consent to Purchase (CTP) Form for Contractor Purchases and Travel</b>						
<b>Acquisition ID#: TBD or Award PIID#: TBD</b>						
<p><b>Directions for use of this form:</b> This form shall be used to request travel, materials purchases, and other direct costs that are within the scope of the associated task order and/or contract. All materials procured on behalf of the Government whereby the Government takes title at the time the items are paid for, shall be the property of the Government and shall be managed in accordance with FAR 52.245-1, Alternate I. All materials procured shall be used for official Government related business only, which is directly associated with the performance of this task order. Other Direct Costs (or ODCs) are items that are an integral part of the performance of the requirement, and are within the scope of the overall requirement, but are not specifically list and pre-priced on the contract vehicle. The contractor may insert, and copy lines as needed in the spreadsheet. No sole source or brand name only items shall be procured unless required and properly documented by the Government CO in writing.</p> <p><b>REQUIRED DOCUMENTATION:</b> All supporting documentation shall be submitted with the CTP request, prior to purchase. The documentation that is required to support the CTP is found in the PWS. Failure to provide the proper documentation and follow the proper purchasing processes in accordance with the approved purchasing system, or a system otherwise approved in this contract, shall result in no reimbursement to the contractor. This form, and the approvals received via email or hard copy, shall be submitted with the invoices to substantiate the reimbursable costs.</p>						
<p><b>Justification for the purchase:</b> [Name of Traveler(s)] to travel from [City, ST] to [City, ST] to support</p> <p><a href="#">Please type text here.</a></p>						
<p>[Description to include client you are supporting]. [Travel dates are DD-DD Mon YYYY]. Funds available for travel have been verified by [Name of Task Lead].</p> <p><a href="#">Please type text here.</a></p>						
<b>PROCUREMENT TYPE:</b>		Travel		Schedule Items		
		Order Level Materials (OLM includes open market)				
<b>ASSIGNED GOVERNMENT INVENTORY NUMBER</b>		Inventory numbers shall be issued from the Government for all property over \$5,000.00 and shall be properly accounted for under the terms of this contract and by the cognizant Government and Contractor property offices. All other property that is under the threshold, shall be accounted for via this form, and via inventory list kept by the contractor.				
<a href="#">Please type text here.</a>						
<b>Estimated date of Delivery:</b>		N/A				
<b>Type of Purchase:</b>	Travel	Schedule Item	OLM	Shipping		
<b>CTP #:</b>	<b>Need Date:</b>		<b>CLIN #:</b>		<b>Date of Request:</b>	
<b>TBD</b>	<b>MM/DD/YY</b>		<b>TBD-See below</b>		<b>MM/DD/YY</b>	
<b>CLIN#</b>	<b>ITEM DESCRIPTION</b>	<b>SELECTED SOURCE</b>	<b>QT Y</b>	<b>UNIT OF ISSUE</b>	<b>UNIT PRICE</b>	<b>REQUESTED REIMBURSEMENT PRICE</b>
0003	Travel: trip	Various	1	1	\$0.00	\$0.00
						\$0.00
<b>Subtotal of All Request Costs for Direct Reimbursement to the Contractor</b>						\$0.00
<b>Materials and Handling Costs (%) (If Negotiated in the Contract/Call order)</b>						\$0.00
<b>Total Costs Reimbursable Request:</b>						\$0.00
<p><b>Labor, Travel, &lt;MPT COR signature only required.</b></p> <p><b>Labor, Travel, &gt;MPT COR GSA PM and CO approval required</b></p> <p><b>Brand Name or Sole Source (J&amp;A Required from the Contractor)</b></p> <p><b>Purchases require three (3) quotes or a Formal Sole Source Justification</b></p> <p><b>Note: Micro-purchase threshold (MPT) is \$10,000 as of 08/2020.</b></p>					<p><b>Shipping Detail</b></p> <p><a href="#">Type text here.</a></p>	
<b>APPROVAL ROUTING CHAIN:(Send this form via PAC /GSA ASSIST or email if rush request with later upload to PAC.</b>						
<b>CLIENT</b>			First & Last Name/Email address			
<b>CONTRACTING OFFICER REPRESENTATIVE(COR)</b>						
<b>CONCURRENCE TO PURCHASE:</b>						
<b>COORDINATION THROUGH THE GSA ACQUISITION PM</b>						
<b>CONTRACTING OFFICER(CO) APPROVAL AND OBLIGATION OF FUNDING TO PURCHASE:</b>						

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[End of Appendix J]

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**PART IV – PWS APPENDIX AND ATTACHMENT LIST**  
**ATTACHMENT ONE – CONTRACTOR INFORMATION WORKSHEET**  
(SEPARATE DOCUMENT)

[End of Attachment One]

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**PART IV – PWS APPENDIX AND ATTACHMENT LIST**  
**ATTACHMENT TWO – PRICING SPREADSHEET**  
(SEPARATE DOCUMENT)

[End of Attachment Two]

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**PART IV – PWS APPENDIX AND ATTACHMENT LIST**  
**ATTACHMENT THREE – PAST EXPERIENCE WORKSHEET**  
(SEPARATE DOCUMENT)

[End of Attachment Three]

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**PART IV – PWS APPENDIX AND ATTACHMENT LIST**  
**ATTACHMENT FOUR – OCI CERTIFICATION**  
(SEPARATE DOCUMENT)

[End of Attachment Four]

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