

**General Services Administration**  
**Greater Southwest Region**

**TASK ORDER #**

**FM-xxxxxxxxxx**

**ASET IV Training Support  
for the**

(INSERT GOVT ENTITY)

***Performance Work Statement***

***(PWS)***

**15 JUN 11**

## 1.0 Background

The Aircraft Survivability Equipment Trainer IV (ASET IV) is designed to provide aviation with a realistic force-on-force radar emitting device to train aircraft crews on equipment and tactics associated with rotary and fixed-wing aircraft. The radar exercise aircraft survivability equipment (ASE) and monitors the pilot's reaction in day/night training scenarios. A suite, consisting of six threat simulator vehicle types, represents an integrated air defense threat system. The (INSERT GOVT ENTITY) currently has three suites at (INSERT GOVT ENTITY).

## 2.0 Objectives

The Contractor will develop, deliver, train and provide sustainment support for aircrew workstations that includes all controls displays that are present in the actual Ground Control Station. This service will include one full-time Subject Matter Expert (SME) who will be present on site to develop scenarios and enhance software to meet specified and emerging training needs. The Contractor will be responsible for total system performance as defined in this PWS. The Contractor will provide all program management; operational and logistics support, software, associated hardware, and spares necessary to meet all the requirements of this PWS. The Contractor will develop software to meet defined requirements. The Contractor will also be responsible for the installation of hardware solutions and integrate the system into a classroom or facility. The Contractor will provide on-call engineering support, to quickly resolve Real Time technical issues, provide scheduling support and Instructor Operator training as desired.

## 3.0 Scope

The Contractor shall provide ASET IV support to the (INSERT GOVT ENTITY) for the period 22 September 2011-30 September 2012. This support shall include mission support operations (per attached training schedule), maintenance support of ASET IV equipment (per attached matrix), test measurement and diagnostic equipment (TMDE), spares, and accomplish required repairs. The Contractor shall provide adequately trained personnel to perform the contract effort and augment with full-time support as needed during peak training periods at all training locations identified during the contract period.

## 4.0 Requirements

**4.1 Program Management:** The Contractor will establish management processes to ensure technical and operational support is addressed timely and efficiently. Central to this Process is the Contractor's Program Manager. The Program Manager shall have full authority to respond to user needs and desires as well as the capability to reach-back to other training and simulation expertise in the Contractor's organization. The Program Manager shall possess extensive experience in training with the Army provided ASET IV systems.

**4.2 Electrical Techs/Site Lead:** The contractor shall provide daily coordination with the (INSERT GOVT ENTITY) during training events. The Contractor shall conduct training with

the system, support local and remote training missions, assist in the development and presentation of AARs when requested, coordinate required support and provide requested technical assistance by attending planning sessions and scheduled meetings as necessary.

a. Electrical Techs shall perform operator maintenance on the HMMWV's and schedule organizational and above maintenance with installation support. Organizational and above maintenance is the installation's responsibility. All maintenance will be IAW the attached Matrix.

b. Electrical Techs shall provide augmentation to the (INSERT GOVT ENTITY) Opposing Forces (OPFOR) Detachment as requested. This support will include qualified drivers and vehicle commanders for a variety of military and leased civilian vehicles. This support, when requested, will not interfere with the primary mission of providing ASET IV support.

### **4.3 Additional Electrical Technician Support Requirements**

Perform standard sustainment support activities such as: installation, operation, inspection, periodic maintenance of sustainment components and systems.

Perform configuration changes within local capabilities and confirm proper post change operation. This includes hardware, software, and terrain database change-outs.

Operate the ASET IV vehicles and other OPFOR training aids in support of all training missions and observe response.

Must be able to demonstrate a solid understanding regarding the operating principles of the Sustainment training solution.

Must be able to identify, troubleshoot, repair or replace most of the electrical and sub system components.

Must be able to repair malfunctioning parts, as directed; this includes bench check, reinstallation and verification of the part, ensuring all indications and functions are in accordance with applicable technical specifications.

Must be able to exercise judgment and independence in determining solutions to maintenance and repair problems, and otherwise carry assignments through to completion, referring only the most unusual and difficult problems to the Program Manager.

Must be able to understand most of the representative ASET IV replication effects to aircraft survivability equipment (ASE) systems.

Must be able to recognize training critical issues as instructed by SME's and develop training support scenarios to replicate threat systems.

Participate in training and task reviews providing input and advice on the capabilities of the sustainment training solution to address the tasks.

Monitor system performance and condition to ensure that training conditions are met by observing maintenance log(s) and by assisting with and/or conducting performance evaluations of government furnished equipment as necessary.

## 5.0 Deliverables

**Table 1 List of Deliverables**

• Required Deliverables/Reports	• Required Due Date	• Description of Deliverable Content/Description
<b>AARs</b>	Within 1-weeks (5 days) of after the completion of each training event	AAR will include the identification of the unit involved in the training, all phases of training, dates of training events, milestone events, as well as recommendations for improved logistical support and increased efficiencies possible, and an overall operational ready (OR) rate achieved.
<b>ASET IV Usage Report/Status Report</b>	NLT 15 <sup>th</sup> of each month	Number of Hours expended on each system, maintenance status and OR rate by system
<b>Invoices &amp; Invoice Reconciliation</b>	Within 5-days of end of billing period	Invoice for all LHs, ODC and Travel expenditures. Invoice Reconciliation Report with current billing/unit price/labor category/cumulative quantity, cumulative amount authorized LHs/Authorized Amount/Remaining Balance /ACRN/SLIN
<b>Travel</b>	CONUS – 7 days in advance	Location; cost estimate; POV; commercial air; rental car; per diem rate; hotel expense
<b>ODC</b>	Purchase request should be submitted NLT 14 days prior to mission requires it. If the cost estimate is over \$3000K it will be purchased by GSA.	Cost estimate; requirement justification; time frame needed

### Delivery Instructions

- Initial confirmation of delivery of equipment and copy of delivery invoice. One copy of the delivery invoice will be submitted to the client representative.
- Monthly usage report: One copy of the monthly report.
- Travel Request Form will be submitted to the COR as indicated above.

Deliverables are to be transmitted with a cover letter, on the prime contractor's letterhead, describing the contents and/or schedule of equipment, software and hardware. Concurrently, a copy of the cover letter shall be attached to the task in GSAs Electronic Ordering System.

### **Delivery Instructions**

One copy of each report will be submitted to the client representative. The contractor shall deliver each report in a mutually agreed to format. Deliverables are to be transmitted with a cover letter, on the prime contractor's letterhead, describing the contents. Concurrently, a copy of the cover letter shall be attached to the task in GSAs Electronic Ordering System.

### **Inspection and Acceptance**

All periodic reports and task deliverables shall be inspected, tested (where applicable), reviewed, and accepted by the Government within a reasonable period of time, but in no case more than 20 business days, *IAW FAR 52.246-6, Inspection – Time and Material and Labor Hour/ IAW FAR 52.246-4, Inspection of Services – Firm Fixed Price*. If found unacceptable, the Government shall notify the Contractor in writing or by email of the non-acceptance and detail why the deliverable was not accepted. The Contractor shall then have 10 business days to discuss, correct, or arrive at an acceptable solution with the Government.

Acceptance criteria are as follows:

Only the client representative (CR), their designated alternate, the GSA Contracting Officer (CO) has the authority to inspect, accept, or reject all deliverables. Final acceptance of all deliverables will be provided in writing, or in electronic format, to the GSA CO within 30 days from the end of the task order.

Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, shall be *IAW FAR 52.246-6, Inspection – Time and Material and Labor Hour/ IAW FAR 52.246-4, Inspection of Services – Firm Fixed Price*. The client representative will monitor compliance and report to the GSA FAS CO or PM.

### **5.1 Quality Control**

The contractor shall establish and maintain a complete Quality Control Plan to ensure the services are performed in accordance with PWS and commonly accepted commercial practices. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. 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 and maintain substantiating evidence that services conform to contract quality requirements and furnish such information to the government if requested.

### 5.2.1 Quality Assurance Surveillance Plan (QASP)

**QUALITY ASSURANCE SURVEILLANCE PLAN MATRIX**

Required Services	Performance Standard	Method of Surveillance	Acceptable Quality Level/Incentives
<b>Program/ Project Management</b>	Conduct technical & functional activities needed to manage the program.	Client Representative establishes milestones for accomplishing project objectives and monitors.	Milestones are timely met. Successfully meeting the goals will result in a favorable performance rating.
<b>Advisory and Consultation Services</b>	Maintain good communication with customer and others involved with project in order to stay current with daily events. Recognize issues in time to make recommendations. Advice and consultation results in efficient, cost effective and effective solutions.	Client Representative monitors and provides feedback to PM and CO.	Meeting standard results in favorable performance rating.
<b>Deliverables</b>	On time delivery of monthly status reports, invoices and other required deliverables	Client Representative monitors timely, compliant and accurate submission.	Timely, compliant and accurate submission .results in favorable performance rating.

### 5.2 Desired Skills and Knowledge

The offeror must demonstrate that they are technically capable of performing the requirements in this PWS and have experience with projects with a similar scope and complexity. This may include:

- Capability to maintain ASET IV system and TESS equipment
- Knowledge of terrain in areas of deployment
- Knowledge of ASE systems for US Army Aviation equipment
- Knowledge of MAXIMO maintenance system

### 5.3 Manhours/Labor Categories

The CLIENT anticipates the vendor will require a total minimum level of effort (LOE) as identified in Table 2 to complete this task.

**Table 2 Minimum Level of Effort (Total LOE)**

Labor Category	Estimated Hours by Labor Category				
	Base	OY1	OY2	OY3	OY4
Team Lead, Program Manager	1920	1920	1920	1920	1920
Elec Tech, Maint I	8160	8160	8160	8160	8160
Elec Tech, Maint II	8160	8160	8160	8160	8160
Elec Tech, Maint III	2040	2040	2040	2040	2040
Elec Tech, Maint IV	2040	2040	2040	2040	2040
<b>Total Estimated Direct Labor Hours</b>	<b>22320</b>	<b>22320</b>	<b>22320</b>	<b>22320</b>	<b>22320</b>

NOTE: If the offeror desires/chooses to propose alternative solutions the offeror must provide the rationale explaining why they chose to deviate from the proposed mix (labor category and hours) so that it is clear that they understand the requirement. Any deviation without supporting rationale may render your proposal unacceptable as the government may be unable to determine if the offeror sufficiently understands the task order requirements. The Government considers 1920 hours (excludes holidays) to be a full years labor for one individual.

Identify proposed level of effort (LOE), i.e., the proposed labor hours and staffing mix needed to support this requirement. The PWS provides the estimated level of effort for the staffing requirements as determined by historical data and future projections at the bottom of the following grids. The government anticipates that the vendor will require at least those labor hours identified in the PWS to complete this task. An offeror proposing less than the estimated level of effort risks the government determining it does not sufficiently understand the requirements of the PWS. Offerors must provide rationale that is determined to be satisfactory to the government in their proposals for any proposed decrease or increase in the estimated LOE or change in skill categories. Many factors may impact the final/actual levels required during the course of the task.

Estimated LOE Projected by Year (Base and Each Option Year):

- Base: \$778K
- Option1: \$817K
- Option2: \$857K
- Option 3: \$900K
- Option 4: \$945K

Team Lead, Program Manager: Est Labor by Skill, Hours, Rates, Total (Based on 1920 Hours Per Year)

Electrical Techs: Est Labor by Skill, Hours, Rates, Total (Based on 1920 Hours + 10 Hours per Month O/T = 2040 Hours Per Year)

#### 5.4 Travel

Contractor employees will be required to travel for the purposes stated in this requirement. The total estimated travel costs are estimated at the levels described in Table 3.

**Table 3 Total Estimated Travel Costs**

Period of Performance	Estimated Travel Costs
Base	\$ 31,500
Option 1	\$ 33,075
Option 2	\$ 34,725
Option 3	\$ 36,465
Option 4	\$ 38,300
Total	\$ 174,065

NOTE: This information is provided for estimating purposes only. All ODC and Travel request will be processed through the Client Representative for approval.

(a) TRAVEL: A travel request form will be submitted to the Client Representative and signed by the traveler and Client Representative. See FAR 31.205-46 for additional information regarding travel costs. Invitational Travel Orders will NOT be issued by the Government for Contractor travel. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable. Indirect rates commensurate with the firm's disclosure statement/accounting practices are authorized for reimbursement. **Fee or profit on travel expenses is not an allowable reimbursement.** The following regulations will apply:

(i) Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

## **5.5 Material/Hardware**

The Contractor shall maintain the ASET IV vehicles and systems at an Operational Ready status, and provide sufficient personnel, to support the successful accomplishment of the 21<sup>st</sup> Cavalry Brigade's mission.

## **5.6 Additional Considerations**

- a. Contractor will enter all Work Order data into MAXIMO within 24 hours of equipment fault or failure.
- b. Contractor is required to enter Service Requests for material into MAXIMO.

## **6.0 Other Requirements**

### **6.1 Type of Task**

The work of requirements described herein constitutes a mix of Firm Fixed Price (FFP), Time & Material (T&M) and Labor Hour tasks. These requirements identify the Contractor support required by the (INSERT GOVT ENTITY).

The work performance requirements described herein constitute a mix of Firm Fixed Price (FFP), Time & Material (T&M) and Labor Hour tasks. This is an incrementally funded time & material (T&M) task order which means that it is subject to incremental funding and also the availability of funds. The level of effort (labor hours) are provided as an estimate of the requirement in section 4.0.

The pricing shall be Firm Fixed Price (FFP) for the equipment for the duration of this requirement. Proposal shall set out all labor categories, rates, estimated hours and totals and show how FFP equipment for the utilization during this Period of Performance (POP) of this task order pricing was determined. The FFP shall include charges for delivery, set up, maintenance, upgrades, and repairs for equipment.

Offeror should use that information to price this period. Offerors may propose an alternative labor mix as they deem appropriate for the task. However, an offeror proposing a higher or lower level of effort than the estimated level of effort must provide the rationale in the proposal for the increase or decrease so that it is clear that the Offeror understands the requirement. Due to the inability to determine in advance the full scope of this requirement and the availability of funding, the government may adjust the level of effort required to support the task at any time without recourse from the successful offeror.

The Government requires a "Best Effort" from the Offeror during execution of the PWS. "Best Effort" will be defined as: That effort expended by the Offeror intended to successfully perform the task within the awarded ceiling price and within the time frames set out in the PWS. This "Best Effort" includes providing required qualified personnel, properly supervised, and following industry accepted methodologies and other best practices. This "Best Effort" is further characterized by operating at all times with the Government's best interest in mind, using efficient and effective methods, and demonstrating sound cost control. The "Best Effort" must be identical to the effort that would be expended if this were a firm fixed priced task and the contractor's profits were dependent upon reducing costs while meeting the Government's requirements.

Failure to provide this required effort may result in the withholding of payment or the Government may require correction IAW FAR 52.246.6, Inspection - Time and Materials, Labor Hour (May 2001).

Exercising options is at the sole discretion of the government. The task may be allowed to expire at the end of the performance period and for any reason. However, one reason that an option may not be exercised could be dependent on the vendor's level of performance. This may result from the rejection of work requirements and deliverables.

## **6.2 Period of Performance (POP)**

The POP for this task is 5 years (1 base year with 4 one year option periods.) The following FAR references are incorporated herein by reference :

1. FAR Clause 52.217-5 Evaluation of Options (Jul 1990): Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).
2. FAR Clause 52.217-8 Option to extend Services (Nov 1999): The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within at least 5 days before the PoP expires.
3. FAR Clause 52.217-9 Option to Extend the Term of the Contract (Mar 2000):

The Government may extend the term of this contract by written notice to the Contractor at least 5 days prior to the expiration of the current period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

## **6.3 Place and Hours of Performance**

The Contractor shall perform work on site at (INSERT GOVT ENTITY). Normal work weeks consist of five (5) (8) hour days. However, surge requirements may necessitate performance in excess of 8 hours per day, 40 hours per week. Flex Hour scheduling may be required to meet day and or night mission requirements, within the standard 40 hour work week. The Contractor shall ensure they can provide for this type of contingency. Overtime cannot exceed the contract rate and must be approved in advance by the Contracting Officer (CO) and Client Representative (CR). Normal duty hours are (0800-

1700), Monday through Friday, with recognized Federal Holidays off. An hour for lunch.

When working at Government facilities, work will be accomplished during normal duty hours (8AM-5PM) unless approved by site personnel.

Contractor personnel will not report to Government facilities to work nor remain at the work locations any time the Government is unexpectedly required to close their offices. The contractor will not be compensated for these Government closures. The contractor is responsible for all notification of their contractor staff during times of closure.

## **6.4 Security**

### **FAR Clause 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)

### **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. This policy can be found at the following website:

<http://www.whitehouse.gov/news/releases/2004/08/20040827-8.html> .

In performance of services under this task, contractor shall insure all its personnel who require physical access to federally controlled facilities and access to federally controlled information systems by 27 October 2007, have been issued identification in compliance with HSPD-12 policy. In their proposals, offerors shall confirm they will comply with the government client'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:

All costs associated with obtaining necessary clearances shall be borne by the contractor.

POC Name	
Office Symbol	
Address	
City, State, Zip	
email address	
Telephone Number	
FAX)	

### **Contractor Employee Guidelines**

The contractor shall not employ persons on this award if such employees are identified to the contractor by the client representative as a potential threat to the health, safety, security, general well being, or operational mission of the installation and its population.

#### **6.4.4. Physical Access/Key Control**

The Contractor shall establish and implement methods of ensuring that all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government will be duplicated. The Contractor shall develop procedures covering key control. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report the occurrences of lost or duplicate keys to the PCO. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the PCO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the Government performs the replacement of locks or re-keying, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, the Government shall replace all locks and keys for that system and the total cost deducted from the monthly payment due the Contractor. The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the PCO.

#### **6.5.5 Contractor Identification Badges**

The contract manager or alternate shall complete a "Request for Common Access Card (CAC)" for each employee of the Contractor requiring access to Ft Hood and government

computer networks. The request shall be submitted according to current procedures with the assistance of the security supervisor or personnel.

**6.4.6 Security Clearances**

Per AR 25-2, all persons accessing the base network must, at a minimum, have a completed National Agency Check and Inquiries (NACIC) or similar. IAW AR 380-67 when Contractors require unescorted entry to restricted areas, access to sensitive unclassified information, access to Government Automated Information Systems (AIS) and/or sensitive equipment, not involving access to classified information, the Contractor's personnel security questionnaire is processed by the sponsoring activity per DD Form 254. An Interim clearance may be granted to Contractor personnel at the start-up of the performance period so Contractors can perform services as identified by this PWS.

**6.5 Special Terms and Conditions**

**FAR Clauses Incorporated by Reference**

In addition to the applicable clauses contained in the MOBIS contract, the following FAR clauses are included in this task for added emphasis of their applicability:

FAR CLAUSES INCLUDE:

52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2006)
52.212-4	Contract Terms and Conditions—Commercial Items (FEB 2007)
52.219-28	Post Award Small Business Program Representation (JUN 2007)
52.227-14	Rights in Data – General (June 1987) Alt II (DEC 2007)
52.227-15	Representation of Limited Data and Restricted Computer Software (DEC 2007)
52.227-21	Technical Data Declaration, Revision and Withholding of Payment - Major Systems (JAN 1997)
52.232-7	Payments Under Time & Materials & Labor Hours Contracts (FEB 2007)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)
52.237-2	Protection of Government Buildings, Equipment, Vegetation (APR 1984)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.243-3	Changes – Time & Material or Labor Hours (SEPT 2000)
52.245-1	Government Property (JUN 2007)
52.246-6 or 52.246-4	Inspection Time & Material Labor Hour (MAR 2001) or Inspection of Services – Firm Fixed Price
52.249-14	Excusable Delays (APR 1984)

52.204-9	Personal Identify Verification of Contractor Personnel (Jan 2006)
52.212-4	Contract Terms and Conditions—Commercial Items (FEB 2007)

52.219-28	Post Award Small Business Program Representation (JUN 2007)
52.212-5	Contract Terms & Conditions Req'd to Implement Statutes or EO's – Commercial Items (June 2008)
52.232-7	Payments Under Time & Materials & Labor Hours Contracts (FEB 2007)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)
52.237-2	Protection of Government Buildings, Equipment, Vegetation (APR 1984)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.243-3	Changes – Time & Material or Labor Hours (SEPT 2000)
52.245-1	Government Property (JUN 2007)
52.246-6	Inspection Time & Material Labor Hour (MAR 2001)
52.243-1	Changes – Fixed Price (AUG 1987) Alternate II
52.204-2	Security Requirements (AUG 1996)
52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
52.228-3	Workers Compensation Insurance (APR 1984)
52.228-7	Insurance – Liability to Third Persons (MAR 1996)

**52.204.10, Reporting Executive Compensation and First-Tier Subcontract Awards (JULY 2010)**

(a) Definitions. As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor’s general and administrative expenses or indirect cost.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrc.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrc.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities

Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

### **508 Compliance.**

The Industry Partner 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 Industry Partner 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 proposal where full details of compliance to the identified standards can be found, such as vendor's website, etc.

## **Personal Service**

The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal services contract".

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

Contractor provides for direct supervision of all contract employees assigned to the task. 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 the client.

Ensure close communication/coordination with the GSA PM, reporting problems to the PM as they occur (not waiting for a monthly meeting).

Do 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 doing Government job.

Do not assign contractor personnel to work under direct government supervision.

Maintain a professional distance from government employees.

Provide contractor employees with badges, if appropriate, identifying them as contractors.

Ensure proper communications with the government (technical discussion and government surveillance is okay, but the Government cannot tell the contractor how to do the job).

Assign a task leader to the task order. The task leader 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 on a task, the contractor personnel are only to travel as directed by their contract management.

## **Privacy Act**

Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

## **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 task. The government is not

obligated to reimburse the Contractor for charges in excess of the obligated funds and the Contractor is not obligated to continue performance or otherwise incur costs that would result in charges to the government in excess of the amount obligated under this order.

### **Unilateral Modifications for Funds Management**

The standard FAR 52.212-4 Contract Terms and Conditions – Commercial Items Clause is tailored to allow unilateral modifications to be issued after award of this task to obligate funding. The acceptance of the task award by the vendor constitutes written agreement of both parties that all future modifications issued for the obligation of funding will be issued by the GSA CO unilaterally. The vendor has responsibility for funds monitoring and tracking so by acceptance of this change, the vendor is agreeing to obtain in a timely manner the unilateral modifications from ITSS for the purpose of ensuring that funding totals are not exceeded and to ensure the vendor's responsibility for tracking and reporting deficits in funding can be accomplished per the terms of the PWS/PWS.

### **Records/Data**

All software (databases/code) produced at the request of the (INSERT GOVT ENTITY) 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 contract to all information and materials developed under this contract 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 contract are rights to use, duplicate, or disclose data, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Contractor. The Government will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items. All digital files and data, and other products generated under this contract, shall become the property of the Government.

Copyright: Any software and computer data/information developed, as a component of this contract shall have the following statement attached to documentation:

“This computer program is a work effort for the United States Government and is not protected by copyright (17 U.S. Code 105). Any person who fraudulently places a copyright notice on, or does any other act contrary to the provisions of 17 U.S. Code 506(c) shall be subject to the penalties provided therein. This notice shall not be altered or removed from this software or digital media, and is to be on all reproductions.”

## **Government Furnished Items**

- a. To support this requirement, the Contractor will be provided storage space to store, repair and maintain the GFE ASET IV and contractor support equipment..
- b. The Contractor shall track and monitor all GFE through their internal process and 21<sup>st</sup> CAV Brigade reserves the right to audit this process. The Contractor shall provide a copy of the tracking document to (INSERT GOVT ENTITY) COR.
- c. Office space (administrative area) in a building with access to phone lines, heating, lighting and electrical power, and sufficient work area to support full time and temporary personnel. The Government will provide office furniture (desks, folding tables, chairs, filing cabinets, cabinets, etc.) in the work area, and keys to the building. Government will provide facility maintenance.
- d. Parking area for Contractor's wheeled maintenance and support vehicles.
- e. Fuel and Consumables for the ASET IV Vehicle platforms.
- f. Secured storage area for containment of sensitive parts and materials.
- g. Government Furnished Data: All training scenarios and data produced will be the property of the government to use as training for and future requirements.

## **7.0 Invoicing/ Procedures for Payment**

The Period of Performance (POP) for each invoice shall be for one calendar month. The contractor shall submit only one invoice per month per order/contract. The appropriate GSA office will receive the invoice by the twenty-fifth calendar day of the month after either:

The end of the invoiced month (for services) or

The end of the month in which the products (commodities) or deliverables (fixed-priced services) were delivered and accepted by the Government.

For Labor Hours and Time and Material orders/contracts each invoice shall show the skill level category, the hours worked per skill level, the rate per skill level 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 Labor Hour and Time and Material orders/contracts 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 contract or order) as follows:

For Travel: Submit the traveler's name, dates of travel, location of travel, and dollar amount of travel.

For ODCs: Submit a description of the ODC, quantity, unit price and total price of each ODC.

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

### **7.1 Posting Acceptance Documents:**

Invoices shall initially be submitted monthly through GSA's electronic Web-Based Order Processing System, currently ITSS, to allow the client (CR) to certify the services have been received and the GSA COTR to electronically accept the invoice. Included with the invoice will be all backup documentation required such as, but not limited to, travel authorizations and training authorizations (including invoices for such).

### **7.2 Receiving Agency's Acceptance**

The receiving agency has the following options in accepting and certifying services;

Electronically: The client agency may accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance Document generated by the contractor. Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services.

On Paper Copy: The client agency may accept and certify services by providing written acceptance with the signature of the authorized client representative and the date of acceptance.

NOTE: The Government's preference is that receiving agency's acceptance is conducted electronically.

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 ITSS. (Written acceptances will be posted as an attachment along with any other supporting documentation.) After acceptance of the invoice by the CR, 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.

NOTE: The acceptance of the authorized agency customer representative is REQUIRED prior to the approval of payment for any invoiced submitted.

NOTE: If the required documentation including, (A) the customer's signed written acceptance OR (B) the customer'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.

### **7.3 Posting Invoice Documents**

Contractors shall submit invoices to GSA Finance for payment, after acceptance has been processed in GSA's electronic Web-Based Order Processing System, currently ITSS. The contractor has the option of posting the invoice on GSA's Ft. Worth web site,

[www.finance.gsa.gov/defaultexternal.asp](http://www.finance.gsa.gov/defaultexternal.asp)

or mail to the address shown on BLOCK 24 of the GSA FORM 300.

NOTE: Only use one method of submission, web site or regular U.S. mail, but not both.

U.S. Mailing Address:

GSA Attn: BCEB

P.O. Box 219434

Kansas City, MO 64121-9434

### **7.4 Content of Invoice**

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 GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

GSA Task Order Number

Task Order ACT Number

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 T&M or Labor Hour)

Actual Hours Worked During the Billing Period (for T&M or Labor Hour)

Travel Itemized by Individual and Trip (if applicable)

Training Itemized by Individual and Purpose (if applicable)

Support Items Itemized by Specific Item and Amount (if applicable)

### **7.5 Final Invoice**

Invoices for final payment must be so identified and submitted within 60 days from task completion and no further charges are to be billed. A copy of the written acceptance of task completion must be attached to final invoices. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

The Government reserves the right to require certification by a GSA COTR before payment is processed, *if necessary*.

## **7.6 Close-out Procedures**

The contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

## **8.0 Proposal Development Instructions**

The contractor must submit proposals by the date and time established in the RFP notice posted in GSAs Electronic Ordering System (ITSS). If you are unable to attach your proposal in GSAs Electronic Ordering System due to some type of technical difficulty, you must report the problem to the (INSERT GOVT ENTITY), in sufficient time prior to closing to allow for the submission of the proposal via an alternative method.

NOTE: Failure to register properly in GSA's Electronic Ordering System (ITSS) is not an acceptable excuse for the inability to submit a proposal.

If a contractor decides to submit a "No Bid" in response to an RFQ, GSA requests they provide reasons why they chose not to participate.

The contractor will submit all questions concerning this PWS to the GSA CO via email to [brian.platenburg@gsa.gov](mailto:brian.platenburg@gsa.gov) by close of business 3 working days after the RFP issue date identified in the GSA Electronic Ordering System (ITSS). The GSA CO will compile all questions and responses and post them in ITSS for all solicited vendors to view.

The only method by which any term of the PWS may be modified is by a formal amendment to the PWS generated by the issuing office. No other communication made whether oral or in writing (e.g., at any Pre-Proposal conference, Q&A prior to response closing date and time, clarifications, etc.), will modify or supersede the terms of the PWS.

The Government reserves the right to make a selection based upon initial proposals; therefore the offeror should submit its best terms in its initial proposal. The Government also reserves the discretion to confer with offerors and request revised proposals if needed, and may also determine to make no award.

Offerors shall thoroughly examine all solicitation documents and instructions. Failure to do so will be at the Offeror's own risk. Failure to comply with all of the terms of the PWS may result in the Government's elimination of the Offeror's proposal from further consideration for award.

**8.1 Proposal Submission Deadline:** Proposals must be submitted by 4:00PM, CST, by the date indicated in ITSS.

## **8.2 Proposal Format**

The contractor's proposal must not exceed the following page limitations:

### **8.2.1 Cover Letter/Executive – Up to 2 pages.**

**Note:** In your Executive Summary provide the following information: DUNS, Tax Id and NAICS Code, Prompt Payment Discount, points of contact including their name/phone/email address. Indicate the percentage of the workload to be performed by each team member (if teaming is being proposed).

**8.2.2 Technical and Management Approach (TMA) page limits w/in TMA are flexible:** 10 pages (total per section is “recommended” but can be adjusted as long as total TMA does not exceed 10 pages.)

**8.2.2.1 Staffing Plan (1 page):** Identify the labor hours proposed for each period of performance and for each category of labor.

For all positions, each vendor must certify in their proposal, that all employees proposed for this project are qualified for the position for which they are being proposed to fill based on the desired skills listed in PWS.

Level of Effort (LOE):

Identify proposed level of effort (LOE), i.e., the proposed labor hours and staffing mix needed to support this requirement. This PWS provides the estimated level of effort for the staffing requirements as determined by historical data and future projections. The government anticipates that the vendor will require at least those labor hours identified in the PWS Table 2 to complete this task. An offeror proposing less than the estimated level of effort risks the government determining it does not sufficiently understand the requirements of the PWS. Offerors must provide rationale that is determined to be satisfactory to the government in their proposals for any proposed decrease or increase in the estimated LOE. The government considers a full staff year to be 1920 hours which excludes federal holidays.

Based on the Offerors proposed Project Staffing Plan, the Offeror should propose the appropriate labor categories. To ensure that the qualifications associated with the category of labor described in your proposal matches those described in the PWS; request you map MOBIS SCHEDULE labor categories to those PWS skills LOE Table 2 at the bottom of each performance period grid.

The threshold is met when the Offeror, through their staffing plan, displays a complete understanding of the PWS by proposing labor that meets the desired qualifications in PWS and the labor mix and labor hours adequate to accomplish the PWS requirements.

### **8.2.2 Technical and Management Approach Narrative (5 Pages):**

The TMA shall describe how Offerors intend to satisfy the requirements. Identify the methodology and techniques you will use to fulfill the technical requirements including the management of the task.

Each offeror will be evaluated on the adequacy of the solution to fulfill requirements, 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 task order objectives (see desired skills).

A brief overview of the methodology that will be used in performance of the technical requirement identified in the PWS, and a general description of how your technical approach will be applied to accomplishing the requirements.

The logical sequence of tasks/events that you will perform to accomplish the requirements. Identify and describe the specific techniques and steps that will be applied during the accomplishment of all requirements of this project. Demonstrate how implementation of the proposed solutions will deliver timely, standard, stable, reliable, secure, flexible, responsive, compliant and cost effective services to meet the needs of those involved with these requirements. An offeror must not simply state that it is willing to perform the PWS requirements, but must show that it is capable of performing the PWS.

The deliverables to be produced in response to the requirements. Describe your qualifications and corporate capabilities specifically related to perform the work required in the PWS.

Provide an explanation for handling vacancies during the contract performance. Include plans to manage and staff the requirements as well as location of office that will provide management. Include a sound management approach in providing highly qualified and experienced key personnel with a proven track record of success in providing these requirements.

**8.2.3 Task Execution Plan (TEP) (2 pages):** The TEP shall include a milestone schedule for staffing, and a deliverable schedule. The TEP will be evaluated to determine the level of confidence provided to the Government that the succeeding contractor can provide a satisfactory fulfillment of the requirements within an acceptable timeframe and also successfully manage the expectations of the organization as it relates to continuity of services.

**8.2.4. Contractor Quality Control Plan (QCP) (2 pages):** Identify proposed task order performance measures and methodology to provide quality control. Describe the methods for identifying, correcting and preventing defects in the quality of service performed before the quality level becomes unacceptable. This plan should be included in the 10 page TMA limit.

This is a task order for 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. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. 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 contract quality requirements and furnish such information to the government if requested. However, the government reserves the right to perform inspections on services provided to the extent deemed necessary to protect the government's interests.

Include a QCP in the proposal describing how the offeror will insure quality and implement the QCP. The vendor can improve upon the government's QASP contained in this PWS. Once the task is awarded, the improved QASP can be the one that is used to monitor the task order.

The total QCP can be up to two (2) pages, matrix preferred. Offeror must provide performance measures or a measurement approach for the work the contractor performs in house to include specific performance measurements that the Government can utilize to monitor the contractor's performance. This surveillance plan will assist the Government in ensuring the requirements are met in an efficient, effective, economical and expedient manner. The offered performance metrics will be evaluated on several factors to include the extent that they are:

Comprehensive in their ability to quantify, measure, track and report operational performance relating to both system and management performance, as well as achievement of the objectives, results and requirements (Who, when and how to measure what). For instance, clarify performance standards (level or performance) and/or indicators. Contractor shall perform all work in accordance with their ISO 9001:2008 certified policies and procedures. Describe the level of ISO certification currently held by your firm.

Identifying the highest level of service consistent with cost effectiveness. The contractor shall assist in maintaining the Engineering Support Federal Information Security Management Act (FISMA) specific policies and procedures as they relate to this requirement, management, security, and privacy.

Include a quantitative and qualitative method for the evaluation of work requirements (A matrix or Excel spreadsheet is preferred).

Vendors are encouraged to review the Government Quality Assurance Surveillance in the PWS.

### **8.2.5 Past Experience (PE) (3 pages):** (Note: Format PWS, Appendix D)

Experience will be evaluated as a measure of the Government's confidence in the Offerors ability to successfully complete a project with comparable scope, size, and complexity to the solicited task.

Provide the desired information on your three (3) separate most relevant (preferably within the last three years) contracts of similar scope, size and complexity. At least one contract should be a Federal contract. The requirement to submit past experience information applies to both the prime and all sub-contractors (**total of 3 between prime and sub-contractors**). In the case where vendor's are teaming or subcontracting with

other vendors, identify clearly in your proposal the percentage of the Technical Order conversion workload that each team member is responsible for.

The government's consideration of experience will include the Offerors organizational experience but will not include specific consideration of the Offerors proposed, current, or former contractor personnel experience as part of the Offerors organizational experience. An offeror who has not successfully performed similar tasks as stated in the PWS will not be considered technically acceptable and will not be considered for award. Offerors should furnish the following specific information required on each contract/task order provided:

Contract Name and Number

Period of Performance

Contract Dollar Amount

Contract Type

Date of Award

Contracting Officer's Contact Information

Contracting Officer's Representative's Contact Information

Provide a brief explanation/narrative describing the nature and complexity of the work, including description of the Offerors effort in the project and demonstration of the relevance of that work to the requirements of this task.

The Government may supplement the information provided with any other information it may obtain from the listed references or any other source including its own experience with the firm (or Subcontractor or teaming partner), and information concerning past experience from any other reliable source.

**Contractor Teaming Arrangements (CTA):** If a CTA or prime-subcontractor arrangement is quoted, then for the experience factor each Team member (or critical subcontractor) may be evaluated individually and then factored together for an overall Team factor rating (taking into consideration the appropriate weight to give each Team member (or subcontractor) based on their planned performance as identified in the quote. For example, if the Offerors quote generally indicates to the Government that Team member "A" will perform a significant percentage of the work, then commensurate weight (significant weight in this example) is given to Team member A's experience rating in assigning the overall Team experience rating. An indication of the responsibilities being managed by each team member is required as part of the data to be included in your Executive Summary. Details of teaming arrangements are outlined in **Attachment A, Elements of Contractor Teaming Arrangements (CTA)**.

To support the government's evaluation of your teaming arrangement, if one is proposed, identify the percentage of Technical Order Support workload that each team member will be responsible for. In assigning a past experience rating, commensurate weight will be given to past experience in accordance with the proportion of the Technical Order Support task requirements each contractor will perform.

### **8.2.6 Pricing (4 pages)**

Pricing should include the Base period of award for 12 months and all Option Periods (Options 1, 2, 3 and 4). Include your Contract Access Fee (CAF) in your labor rates versus a separate charge.

Include a summary page that provides total proposed pricing for each period of performance and a total dollar amount for the entire program. In the pricing section of your response to this PWS, contractors shall include specific skill category(s) with labor rates the contractor expects to invoice and the number of positions with estimated total hours for each position.

The contract holders will provide fully burdened labor costs for each proposed skill proposed.

The pricing information shall be in a spreadsheet format and be set out separately for the base year and each option year. It must include a total estimated price for the base and option year and a total estimated price for the entire task on a price summary page.

There are known requirements for ODCs and travel at this time. Any travel required in the future will be priced IAW the JTR/FTR. There are additional instructions below for any ODC's that may be required in the future.

#### **8.2.7 Travel:**

All CONUS travel must be approved at least 7-days in advance, and OCONUS travel must be approved at least 30- days in advance.

Rate Discounts: In an effort to receive the highest quality solution at the lowest possible price, the government requests all available discounts on services offered by contractors for this requirement. Offerors are encouraged to offer discounts below contract rates. When offering discounts, proposals must clearly identify both the contract and the discount price for each discounted labor rate.

The Pricing Section will be limited to 4 pages. The required pricing Excel spreadsheets will NOT be counted against the Pricing Section page limitation. All data provided in the Pricing Section, to include spreadsheets must be legible. We request that the font is equivalent to Times New Roman 10 or greater.

#### **8.2.8. Other Direct Costs (ODC's)**

All material or supply purchases over \$3,000 must be purchased by the GSA unless the items are on contractor's GSA Schedule or a Teaming Arrangement with another GSA Schedule contractor.

Payment for ODCs will be IAW FAR 52.232-7, Payments under Time-and-Material and Labor-Hour Contracts.

Contractor must obtain purchase authorization for each purchase in excess of \$3,000.00 to be able to invoice for that purchase. Open market items over \$3,000 must be purchased

by GSA.

Documentation submitted as part of the invoice must include the following:

a. Type of procurement:

\* Contractor schedule line item: Include Schedule Contract Number and CLIN.

\* Teaming arrangement: Must be authorized by the contracting officer in advance of purchase.

b. List of items purchased.

c. Cost of items purchased.

d. Description of any competition conducted.

When employing a Contractor Teaming Arrangement with another GSA Schedule holder in order to procure Open Market ODC's, the prime contractor or lead teaming partner must submit a request for purchase, preferably by email, to the GSA Contracting Officer to get approval on each purchase made for ODC's such as equipment, software, etc. (does not include travel) utilizing teaming arrangements. As a part of that email request, the contractor will submit the proposed purchase price for each item along with the teaming partner's name and Schedule contract number. **Then also provide two other Schedule contract price comparisons for all of the purchased items.**

Any G&A submitted on the vendor's invoice must be IAW their GSA schedule, however, G&A still may not be allowed because the terms of this PWS will override any conflicting language in the Schedule.

If the contractor is proposing G&A on ODC's including travel, please provide documentation that supports G&A is approved in the contractor's MOBIS Schedule contract. In addition, General and Administrative (G&A) and Material and Handling (M&H) costs may not be allowed even if approved in your MOBIS Schedule contract unless the price proposal is accompanied by your most recent fiscal/calendar year Financial Statements that are certified by an independent accounting firm and an internally prepared calculation(s) of the proposed G&A and/or M&H rates using amounts cited on those financial statements. The offeror's proposal may not be considered for award if G&A and/or M&H rates are proposed and the requested Financial Statements and calculations are not submitted with the price proposal. The Financial Statements will not be included in the page limitations for the pricing section listed above.

All ODC and Travel request will be processed through the Client Representative for approval.

(b) TRAVEL: A travel request form will be submitted to the Client Representative and signed by the traveler and Client Representative. See FAR 31.205-46 for additional information regarding travel costs. Invitational Travel Orders will NOT be issued by the Government for Contractor travel. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable. Indirect rates commensurate with the firm's disclosure statement/accounting practices are authorized for

reimbursement. **Fee or profit on travel expenses is not an allowable reimbursement.**  
The following regulations will apply:

(iv) Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

(v) Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

(vi) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

(b) ODC: Other Direct Costs (ODCs): Materials, special test equipment, supplies and other direct costs are authorized in so much that they are necessary and are an integral part for the performance of the contract awarded.

(i) The Contractor shall include a detailed description and/or specifics of all quoted ODCs in their task order response. Lump sum estimates without an explanation of the composition of ODCs is not acceptable. **Fee or profit on ODCs is not an allowable reimbursement.**

### **8.3 Factor Descriptions and Submission Requirements**

The Government will make an award to the responsible offeror whose proposal conforms to the solicitation and represents the best value to the Government. The best value determination will be made using the following criteria listed below: (Each being equal to one another). Proposals not responding to all requirements within this PWS may be considered non acceptable. In addition, any proposal not meeting all of the criteria set forth in this PWS also may be considered non acceptable.

Non-Price Factors:

**8.3.1 Past Experience:** Describe 3 projects that fit the complexity and scope of the requirements in this PWS. The projects must be relevant in scope as identified in the PWS to be considered acceptable for this factor.

**8.3.2 Technical and Management Approach (TMA):** TMA includes a Staffing Plan, a TMA narrative description of methodology used to satisfy the PWS, a Transition Plan called the Task Execution Plan (TEP) and a Contractor Quality Control Plan.

**8.3.3 Price:** Evaluated to determine that they are fair and reasonable.

The technical criteria, when combined, are significantly more important than price. Non-price factors will be evaluated first, then price. The award will be to the offeror that

provides “best value” to the government. The Government may therefore award to other than the lowest-priced offeror. The government may award with or without discussions or with or without requesting proposal revisions. It is the government’s intention to make a single award.

PE and TMA make up the Technical Solution. The Technical Solution will be evaluated based on feasibility, practicability and appropriateness in accomplishing PWS requirements. A vendor must not simply state that it is willing to perform the PWS requirements, but must show that it is capable to perform the PWS requirements.

The government will evaluate the Technical Management Approach to determine if it is:

**Feasible:** Can the vendor successfully accomplish the tasks with the resources identified and/or for the stated price.

**Practical:** It the vendor proposing a logical approach that does not introduce a high level of risk in order to successfully complete the task requirements.

**Appropriate:** A suitable approach that is within the scope of the task and satisfies all the task requirements (right approach for the job).

The government will evaluate Past Experience (PE) to determine its relevancy to scope of the PWS requirements. Past Experience (PE) should reflect work that your firm has performed that shows that you have the capability to successfully complete the tasks identified in this solicitation and manage a workload of equal or higher complexity with an acceptable risk of satisfactory performance.

The following definitions will be used with respect to the above criteria:

**Scope/Complexity:** The range of work/skills and focus being referenced is similar in nature to the requirements identified in the PWS. This is the most significant criteria in evaluating PE.

Scope and complexity entails work activities, deliverables and complexity of work related to the requirements of this PWS.

Pricing will be evaluated to determine that it is fair and reasonable.

Best Value: Non-price factors (TMA/PE) when combined are significantly more important than price. However, though price is considered the least important factor, as differences in the non-price factors become less significant, price will become increasingly more important. Non-price factors will be evaluated first, then price. The award will be to the offeror that provides “best value” to the government.

Price is not a weighted factor but will be used in the Best Value Decision. The price proposal shall be in a spreadsheet format with a total price for each year, broken out by proposed labor categories and hourly rates/hours proposed. All performance periods shall be totaled into a total estimate for the entire performance period.

This requirement will be conducted in accordance with FAR 8.4 as the task order will be placed against a Federal Supply Schedule contract. As such, debriefing as described in FAR 15.506 is NOT applicable in this instance. Vendor(s) are 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.

The Government reserves the right to make an evaluation range determination (ERD) if deemed necessary.

## **8.4 Detailed Considerations**

### **Past Experience (PE)**

Past experience will be evaluated based on the offeror's relevant experience compared to the requirements specified in the PWS. Using the Past Experience Information Sheet (PWS/Appendix B) provide the PE information for three (3) past or current contracts/task orders executed within the past 3 years with comparable (same or similar scope and size) requirements to the solicited task. At least one contract should be a Federal contract. The requirement to submit past experience information applies to both the prime and all sub-contractors (total of 3 between prime and sub-contractors). In the case where vendor's are teaming or subcontracting with other vendors, identify clearly in your proposal the percentage of the Technical Order conversion workload that each team member is responsible for. In rating this factor, the Government will evaluate the firm's comparable experience. This factor will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully complete a project with comparable scope to the solicited task. PE may be submitted for both the prime and subcontractor if required.

Note: In rating this factor, the Government will evaluate the firm's comparable experience. The government's consideration of experience will include the offeror's organizational experience but will not include specific consideration of the offeror's proposed, current, or former contractor personnel experience as part of the offeror's organizational experience.

Provide a brief explanation/narrative describing the nature and complexity of the work, including description of the Offerors effort in the project and demonstration of the relevance of that work to the requirements of this task.

The Government may supplement the information provided with any other information it may obtain from the listed references or any other source including its own experience with the firm (or Subcontractor or teaming partner), and information concerning past experience from any other reliable source.

An offeror who has not successfully performed similar tasks as stated in the PWS will not be considered technically acceptable and will not be considered for award. Offerors should furnish the following specific information required on each contract/task order provided:

Contract Name and Number  
Period of Performance  
Contract Dollar Amount  
Contract Type  
Date of Award  
Contracting Officer's Contact Information  
Contracting Officer's Representative's Contact Information

If a contractor teaming arrangement (CTA) or prime-subcontractor arrangement is quoted, *the contractor should provide a breakout of the percentage of work performed by the prime and each subcontractor*. The experience factor of each Team member (or critical subcontractor) will be evaluated individually and then factored together for an overall Team factor rating (taking into consideration the appropriate weight to give each Team member or subcontractor) based on their planned performance as identified in the quote. For example, if the offeror's quote indicates to the Government that Team member "A" will perform 30% of the work, then Team member A's experience rating will account for 30% of the overall Team experience rating.

**Contractor Teaming Arrangements (CTA):** If a CTA or prime-subcontractor arrangement is quoted, then for the experience factor each Team member (or critical subcontractor) may be evaluated individually and then factored together for an overall Team factor rating (taking into consideration the appropriate weight to give each Team member (or subcontractor) based on their planned performance as identified in the quote. For example, if the Offerors quote generally indicates to the Government that Team member "A" will perform a significant percentage of the work, then commensurate weight (significant weight in this example) is given to Team member A's experience rating in assigning the overall Team experience rating. An indication of the responsibilities being managed by each team member is required as part of the data to be included in your Executive Summary. Details of teaming arrangements are outlined in **Attachment A, Elements of Contractor Teaming Arrangements (CTA)**.

To support the government's evaluation of your teaming arrangement, if one is proposed, identify the percentage of Technical Order Support workload that each team member will be responsible for. In assigning a past experience rating, commensurate weight will be given to past experience in accordance with the proportion of the Technical Order Support task requirements each contractor will perform.

### **Technical Approach (TA)**

The TA shall describe the offeror's knowledge and understanding of the requirements as outlined in the PWS and detail how their solution is feasible, practical, and appropriate for accomplishing PWS requirements.

### **TA Content**

Each offeror will be evaluated on their demonstrated understanding of the task order requirements, the adequacy of the 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 task order objectives.

In support of the evaluation of the TA each offeror must submit the following:

Description/Narrative of the vendor’s knowledge and understanding of the requirements as outlined in the PWS.

The methodologies and techniques used to fulfill the PWS requirements including the management of the task.

NOTE: An offeror must not simply state that it is willing to perform the PWS requirements. Vendors must show they are capable of performing the work described in the PWS.

**8.4.2.1.1 Transition plan**

Notional timeline for curriculum development

A table cross-referencing the labor categories identified in this proposal to the vendor’s proposed labor categories (based on the vendor’s MOBIS with a description of specific duties each will perform.

Quality Control Plan (QCP): Include in the proposal how the offeror will implement their QCP. The QCP shall discuss the following:

**8.4.2.1.2 Performance objectives**

How the offeror will measure meeting those objectives

Methods of insuring compliance

**8.4.2.1.3 Quality Control Plan (QCP)**

The QCP shall include a quality control matrix (QCM), such as the sample QCM shown in Table 5. The QCM shall reflect the quality approach (using the headings shown in Table 4) of the vendor as it applies to the key areas of the offeror’s proposed TA.

**Table 4 SAMPLE Quality Control Matrix**

Requirement	Criteria for Acceptance	Acceptable Quality Level	Method of Surveillance	“Incentives” Positive or Negative
Reports and Deliverables	100% compliance	100% compliance	Random Sampling	Past performance report
Application Design & Development	Met all external and internal suspenses	100% compliance	100% Inspection	Past performance report
Software Development	Met all external and internal requirements 100%	100% compliance	Random Sampling	Past performance report

	functionality			
Testing & QA	Track, address, and closeout all external and internal inquiries	100% compliance	Random Sampling	Past performance report
Software Documentation	Track, address, and closeout all external and internal inquiries	100% compliance	Random Sampling	Past performance report
O&M Support	Resolve 80% of help desk issues within 24 hrs	100% compliance	Random Sampling	Past performance report
Training & Deployment	Provide training and deployment IAW WBS schedule Customer Satisfaction	100% compliance	Random Sampling	Past performance report

NOTE: This QC matrix is a sample format for the vendor only. The vendor will include a Quality Control Matrix (using the headings shown in the sample) in the proposal that reflects the key areas of support identified in the TA and the QC plan proposed by the vendor IAW the PWS. Including the above sample table in the proposal may result in the proposal being determined unacceptable under the TA evaluation factor.

This is a task order for 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. 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 contract quality requirements and furnish such information to the government if requested.

### **8.5 Price**

Price will be evaluated to determine the fairness and reasonableness of proposed pricing. Price will be evaluated separate from all non-price elements of the proposal. A rating will not be assigned to the evaluation of price.

This requirement is incrementally funded T&M with pricing based on GSA's MOBIS. In the pricing section of their response to this PWS, contractors shall include specific skill category(s) with rates the contractor expects to invoice and the number of positions with estimated total hours for each position.

In an effort 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 requirement. The contractor is encouraged to offer discounts below contract rates. When offering discounts, proposals must clearly identify both the contract and the discount price for each discounted labor rate.

The vendor will provide prompt payment terms in their proposal.

### **Other Direct Costs (ODCs)**

An offeror's proposal should clearly reflect any items NOT covered by the vendor's GSA schedule contract or a teaming arrangement with another schedule contractor. GSA must purchase any item exceeding \$3000 not covered by a contractor's schedule or their team member's schedule.

The price proposal shall include pricing for any ODC's other than travel if any are known. The contractor shall state in their proposal if there are no known ODC's. If G&A is included, the contractor must provide documentation that it was authorized in their GSA MOBIS contract award.

Any proposal that contains indirect costs such as General and Administrative (G&A) and Material and Handling (M&H) must comply with the following:

G&A and M&H costs may not be allowed unless the price proposal is accompanied by your most recent fiscal/calendar year Financial Statements that are certified by an independent accounting firm and an internally prepared calculation(s) of the proposed G&A and/or M&H rates using amounts cited on those financial statements. The offerors proposal may not be considered for award if G&A and/or M&H rates are proposed and the requested Financial Statements and calculations are not submitted with the price proposal. A DCMA approved Forward Pricing Rage Agreement will not suffice as support for indirect rates.

### **ODC Teaming**

To provide for possible ODC purchases under this task order, the Government is asking for CTA(s) with other Schedule contractor(s).

At this time, all items possibly required under this task order are unknown. For items identified during the period of performance for this task where the teaming arrangements already established cannot provide the items, it is the responsibility of the 'prime' contractor of this task order to form the necessary teaming arrangements to obtain those items.

The prime contractor of this task order shall submit all teaming arrangements established prior to proposal submission for review by the government. Provide any teaming arrangements established during the performance of the task order to the GSA

Contracting Officer for their files within 15 days after the establishment of the agreement. The contracting officer will modify the task order to include the teaming arrangement(s). Any Contractor Teaming Arrangements established under this task order shall designate all team members, their corresponding GSA Schedule contract numbers and describe the tasks performed by each team member, along with associated proposed prices (e.g., unit prices, labor categories and rates).

The team lead responsibilities for any established teaming arrangements remain with the 'prime' contractor/awardee under this task order. The team lead is ultimately responsible for insuring performance of this task. However, each team member is accountable under the terms and conditions of its contract for any problems identified.

When employing a CTA with another GSA Schedule holder, the 'prime' contractor or lead teaming partner must submit a 'request for purchase' preferably by email, to the GSA Contracting Officer to get approval on each purchase made for Other Direct Costs (ODC's) such as equipment, software, etc. (does not include travel) utilizing teaming arrangements.

As a part of that email request, the contractor will submit the proposed purchase price for each item along with the teaming partner's name and Schedule contract number. Then also provide two other Schedule contract price comparisons for all of the purchased items.

If there are no other Schedule contractors that provide the items off their Schedule contracts, then the 'prime' contractor should provide other vendor pricing such as from other contracts or open market pricing. The contractor shall identify where the pricing is from. The Contracting Officer will use this information in determining that the Government is getting a fair and reasonable price.

### **Open Market ODC's**

For any open market items (items not on contractor's or a Teaming Partner's GSA schedule) over \$3000 that are required during the performance of the task order, the GSA CO/PM must be notified immediately so the purchase can be made by GSA.

### **Travel**

Travel [is/is not] anticipated for this task. [The vendor will include travel costs IAW terms identified in the PWS (Paragraph 5.9).]

Travel costs estimates are for evaluation purposes only.

During performance, only actual costs for travel are reimbursed in accordance with the Joint Travel Regulations (JTR), Federal Acquisition Regulations (FAR) and other applicable regulations, subject to approval by the client representative (CR). The CR

must give prior approval for any travel. The vendor will make every effort to make requests a minimum of 2-weeks prior to travel and will provide estimated travel costs as part of the request.

**9.0 Points of Contact.**

**9.1 Client Representative (CR)**

(INSERT GOVT ENTITY)

**9.2 Alternate Client Representative (ACR)**

(INSERT GOVT ENTITY)

**9.3 GSA AAS PM**

(INSERT GOVT ENTITY)

**9.4 GSA Contracting Officer**

(INSERT GOVT ENTITY)

Appendix A  
CLIENT REPRESENTATIVE RESPONSIBILITIES  
FOR TASK ORDER ADMINISTRATION

1. Act as the Government technical representative for the contract administration.
2. Represent the Government in conferences with the contractor and prepare memorandums for the record of the pertinent facts.
3. Be the main point of interface with the contractor Task Leader and the filter for specific directions for PWS requirements between the Government and the contractor.
4. Maintain a filing system.
5. Provide GSA PM with copy of WOs. Discuss with GSA PM any question of possible 'scope creep'.
6. Review all deliverables for full compliance with PWS requirements and accept those that conform with PWS requirements.
7. Receive and accept services in a timely manner, so that GSA and the client's paying office may comply with all provision of the prompt Payment Act. This means the Client is instructed to alert the Contracting Officer (or Project Manager/GSA Representative) within seven (7) days of receipt/review of a vendor's invoice if the client **does not agree** with the invoice and **does not want the invoice paid**. Please be advised that invoices may be paid by GSA Finance without written client acceptance unless the Contracting Officer/Project Manager is notified of a problem. Execute all responsibilities in a timely fashion so that all provisions of the Prompt Payment Act can be met.
8. Inform GSA PM of potential technical, management and operational problems of the task order.
9. Ensuring that the contractor is not arbitrarily enlarging the scope of the contract or changing delivery schedules or otherwise obligating the Government to unanticipated or deferred cost and assuring that there is no duplication of work or costs.
10. Prepare and maintain a running list of items that remain at variance with contract requirements, apprising both the contractor and contracting officer of corrective action or the need for it.
11. Maintain a master copy of the official list of defects and omissions.
12. Ensure that all defects and omissions are corrected or completed.

AS A CLIENT REPRESENTATIVE, YOU ARE NOT AUTHORIZED TO:

1. Supervising the contractor employees, i.e., approving leave, certifying time cards.  
**This is the responsibility of the contractor's management.**
2. Award, agree to, or execute a contract or contract modification.
3. Obligate, in any way, the payment of money by the Government.
4. Make a final decision on any matter that would be subject to appeal under the Disputes Clause of the Contract.
5. Re-designate any of your assigned duties unless specifically authorized to do so.
6. Cause the contractor to incur costs not specifically covered by the contract, and this delivery task order, with the expectation that such costs will be reimbursed by the Government.
7. Terminate for any cause the contractor's right to proceed.

In short, it is important to remember:

Communicate with GSA PM on a regular basis

Communicate with contractor Task Leader on a regular basis

Review/sign monthly performance signifying satisfactory performance was received during the month.

On ANY questionable performance, contact GSA PM and discuss the issue

Review monthly progress reports.

Provide GSA PM documentation when necessary for task order file

Review/sign milestone and completion

For any contractual issues, discuss with GSA PM or GSA CO for guidance and/or remedial action

Appendix B

PAST EXPERIENCE INFORMATION SHEET

Provide the information requested in this form for each contract/program being described. Provide concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations set forth in the task order, *Section 8.3.1, Past Experience*, of this solicitation.

A. Offeror Name (Company/Division): \_\_\_\_\_  
CAGE Code: \_\_\_\_\_  
DUNS Number: \_\_\_\_\_  
\_\_\_\_\_

(NOTE: If the company or division performing this effort is different than the offeror or the relevance of this effort to the instant acquisition is impacted by any company/corporate organizational change, note those changes.)

B. Program Title: \_\_\_\_\_

C. Contract Specifics:

1. Contracting Agency or Customer \_\_\_\_\_
2. Contract Number \_\_\_\_\_
3. Contract Type \_\_\_\_\_
4. Period of Performance \_\_\_\_\_
5. Total Contract \$ Value \_\_\_\_\_ (Total cost to include all options)
6. Current Contract \$ Value \_\_\_\_\_ (Do not include unexercised options)

D. Brief Description of Effort as \_\_Prime or \_\_Subcontractor  
(Please indicate whether it was development and/or production, or other acquisition phase  
and highlight portions considered most relevant to current acquisition)

E. Milestones:

1. Start Date: \_\_\_\_\_
2. Completion Date: \_\_\_\_\_

F. Primary Customer Points of Contact: (For Government contracts provide current information on both individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

Client Program Manager and/or Site Manager	Name	
	Office	
	Address	
	Telephone	
	FAX Number	
E-Mail		
Contracting Officer	Name	
	Office	
	Address	
	Telephone	
	FAX Number	
E-Mail		

G. Describe **in as much detail as possible** why this experience is relevant with respect to the scope of the overall task and to the requirements as described in Sections 4 and 5 of this PWS/PWS. Scope is defined as the range of work/skills being referenced is similar in nature to the requirements identified in the PWS/PWS.

Appendix C

QUALITY ASSURANCE PLAN

[MAY BE INLCUED AS A SEPARATE FILE]

## Attachment D

### Elements of a Contractor Team Arrangement (CTA)

(CTA) documents are developed by the team members themselves and will vary from one CTA document to another. While not all-inclusive, the following CTA elements are areas that are typically of interest to the government.

#### Identification of Parties

The CTA document should always be put in writing and signed by each participating GSA Schedule contractor.

Each member of the CTA should be identified by name, address, GSA Schedule contract number, telephone number, and Point of Contact (POC). The CTA 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 CTA 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 contract.

#### Specific Team Activities

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

#### Duration of Arrangement

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

#### Terms of Arrangement

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

#### Team Ordering Procedures

The CTA 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 contract prices.

#### List of Open Market Items

The wide range of supplies and services offered by more than 15,000 GSA Schedule contractors should make the need for open market items minimal. Should open market items be required, however, all such items must be clearly identified as "open market" items, in accordance with [Federal Acquisition Regulation \(FAR\) 8.402\(f\)](#).

#### Responsibilities of Team Lead

The CTA document should outline and specify the duties of the designated team lead at each phase of the project.

#### Responsibilities of Team Members

The CTA document should specify and describe the individual duties of the team members.

#### Pricing and Costs

The CTA 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 CTA document should explain how they will be divided within the team.

#### Independent Contractors

The CTA document should state that all team members remain independent contractors, responsible for their own employees.

#### Delivery Responsibility

The CTA document should state whether the team lead or each team member is responsible for a particular part of the project, so that delivery responsibility is clearly established.

#### Invoicing and Payment

The CTA document should designate who is responsible for invoicing and payment. While the team lead may submit an invoice on behalf of all team members, GSA recommends that payment be made to each team member. GSA recognizes, however, that there may be instances where it is advantageous to craft the CTA document so that payment is made to the team lead who, in turn, pays each team member. Under such circumstances, the CTA document should clearly indicate that all team members agree to this method of payment. The CTA 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.

#### Reporting of Sales and Industrial Funding Fee (IFF) Payment Responsibility

The CTA document should specify that each contractor is responsible for reporting its own sales under its Schedule contract and paying the related IFF to GSA. Each team member will track sales all the way through the system by contract number to respond to the IFF reporting requirements.

#### Warranties

The CTA 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.

#### Liabilities

The CTA document should address each team member's responsibilities and performance requirements so that liability is clearly established.

#### Confidential Information

The CTA document should identify any proprietary information and specify how such information will be handled.

#### Replacement of Team Members

The CTA document should address the circumstances and procedures for replacement of team members, including the team lead. The CTA document should also state that the team shall obtain the approval of the government prior to replacing any team members.

#### Legal Relationship

The CTA document should not create a joint venture or separate subsidiary.