

**TESS Training Support
for the
21st CAV Brigade**

Performance Work Statement

(PWS)

4 Aug 11

1. Background

Tactical Engagement Simulation Systems (TESS) is comprised of an aircraft system, ground vehicle system and a Mobile Command Control (MCC) station that is field deployable and provides for player-to-player communications, decentralized engagement adjudication, real-time casualty assessment, and recording of training exercises to debrief crews and units, and for use in After Action Reviews. A TESS sub-system is a self-contained fully integrated component of TESS (e.g. The MANWORN and Shootback sub-systems). The legacy system, CHOICE, was developed to support integrated combined arms training of multiple platform types. The Contractor shall provide personnel support during collective training exercises conducted at Fort Hood, Texas and elsewhere within the continental United States (CONUS) as required.

TESS is a “bolt on” system that integrates into the internal computers on the Apache helicopter and other Army aerial vehicles. TESS is the approved Army Aviation advanced training system chosen by the Apache Program Management office. As the US Army updates the computer software (referred to as “Lot changes”) on the Apache helicopter and other aerial vehicles, software code is written to allow TESS to integrate with the new helicopter software version.

2. Objectives

The Contractor will develop, deliver, train, manage and provide sustainment support for aircrew workstations that includes all controls displays that are present in the actual Ground Control Station.

3. Scope

The Contractor shall provide all management, supervision, personnel, supplies, materiel and equipment necessary to provide maintenance, repair, integration, installation, configuration management and documentation for all Tactical Engagement Simulation Systems (TESS), TESS sub-systems, spares and the legacy system (Combined Home station Operations In a Combat Environment - CHOICE) to support the 21st Cavalry Brigade mission at Fort Hood, Texas. Many of the TESS subsystems are unique to the support of the 21st Cavalry Brigade’s mission.

The TESS, subsystems and CHOICE systems are an integral part of accomplishing the 21st Cav’s mission. Its ability to replicate the battlefield is tantamount to this Brigade’s meeting and exceeding the mission mandated by HQDA G-8. The Contractor shall provide instructions and hands-on training to Brigade support personnel and Foreign Military Sales personnel. The Contractor shall provide personnel support during Normal Hours of Operation, or as mission support requirements dictate during collective training events at Fort Hood and other government designated sites within the CONUS.

4. Requirements

The Contractor shall provide all management, supervision, personnel, supplies, materiel and equipment necessary to provide maintenance, repair, integration, installation, configuration management and documentation for all (TESS), TESS sub-systems, spares and the legacy system

(CHOICE) to support the 21st Cavalry Brigade mission at Fort Hood, Texas. Many of the TESS subsystems are unique to the support of the 21st Cavalry Brigade's mission. This requirement will be submitted as Firm Fixed Price (FFP) allowing Time and Material (T&M) only for officially approved overtime.

- Sustainment Support (FFP): 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.
- Subject Matter Expert (SME) (FFP): This service for sustainment support for aircrew workstations, 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.
- Program Management (FFP): The Contractor will provide all program management.
- Operational and Logistical Support (FFP): 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.
- Engineering Support (FFP): The Contractor will provide on-call engineering support, to quickly resolve Real Time technical issues, provide scheduling support and Instructor Operator training as desired.

4.1 Additional Support Requirements

The Contractor shall ensure that all repairs and replacement of TESS, TESS subsystems, Spares and CHOICE systems that cannot be accomplished within the required 24 hours shall be complete and returned, in full operational capability, within thirty (30) calendar days to the originating Government facility or alternate Government sites within CONUS.

- **Maintenance and Installation**

The contractor shall provide maintenance of TESS equipment and spares including repairs, installations and removals of TESS equipment on the AH-64D, LUH-70A, CH-47 D/F, UH-60 A thru M, UH-1 aircraft and ground mission support vehicles (OPFOR/BLUFOR). Technicians must interpret test results through software/hardware in order to diagnose malfunctions and make necessary adjustments, on-site repairs, or replacement of defective parts within the TESS system.

Contractor shall provide maintenance and installations of Smart On-board Data Interface module (SMODIM), Tracking Analysis, and Recording software (SMOTAR) on the 21st Cavalry Brigade's Primary/Secondary/Mini Tactical Air Center (TAC's). This will include SMOTAR Work Stations in BDE Classrooms and designated Primary/Special Staff laptops.

The Contractor shall maintain all TESS, TESS subsystems, Spares, CHOICE systems, support equipment, computer hardware and software and ensure completion of all repairs and return of all TESS, TESS subsystems, Spares and CHOICE systems to the originating Government facility or alternate Government sites within CONUS, in full operational capability, within twenty-four (24) hours after the Contractor's initial determination for repair.

5. Deliverables

Table 1 List of Deliverables

• Required Deliverables/Reports	• Required Due Date	• Description of Deliverable Content/Description
AARs	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.
TESS Usage Report/Status Report	NLT 15 th of each month	Number of Hours expended on each system, maintenance status and OR rate by system
Invoices & Invoice Reconciliation	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

<ul style="list-style-type: none"> • Travel 	<ul style="list-style-type: none"> • CONUS – 7 days in advance 	<ul style="list-style-type: none"> • Location; cost estimate; POV; commercial air; rental car; per diem rate; hotel expense
<ul style="list-style-type: none"> • ODC 	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

- **5.1 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.

- **5.2 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.

5.3 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.

6. 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.

- The QCP shall include a quality control matrix (QCM), such as the sample QCM shown in Table 2. The QCM shall reflect the quality approach (using the headings shown in Table 2) of the vendor as it applies to the key areas of the offeror’s proposal.
- **Table 5 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% functionality	100% compliance	Random Sampling	Past performance report
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.

6.1 Quality Assurance Surveillance Plan (QASP) matrix for the government to utilize to ensure compliance of the vendor to all requirements of the PWS below in Table 2A.

QUALITY ASSURANCE SURVEILLANCE PLAN MATRIX (Table 2A)

Required Services	Performance Standard	Method of Surveillance	Acceptable Quality Level/Incentives
Program/ Project Management	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.
Maintenance Support	100% Compliance	Client Representative via Random Sampling	Meeting standard results in favorable performance rating.
Deliverables	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.

7. 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. To include:

- Capability to maintain TESS equipment
- Knowledge of terrain in areas of deployment to include Afghanistan and Iraq.

- Knowledge of ASE systems for US Army Aviation equipment

7.1. Manhours/Labor Categories

The 21st CAV anticipates the vendor will require a total minimum level of effort (LOE) as identified in Table 3 to complete this task.

Table 3 Minimum Level of Effort (Total LOE)

Labor Category	Estimated Hours by Labor Category					
	Base	OY1	OY2	OY3	OY4	OY5
Program Manager	40	96	96	96	96	56
Field Supervisor	480	1920	1920	1920	1920	1440
Field Service Engineer	960	3840	3840	3840	3840	2880
Field Technician II	960	3840	3840	3840	3840	2880
Field Support Tech (Mesa) (Time + ½) x 2 Indiv	252	252	252	252	252	63
Field Depot Tech (Mesa) (Time + ½)	20	20	20	20	20	20
Total Estimated Direct Labor Hours	2712	9968	9968	9968	9968	7339

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.

7.2. 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 4.

Table 4 Total Estimated Travel Costs

Period of Performance	Estimated Travel Costs
Base	\$ 90,000
Option 1	\$ 94,500
Option 2	\$ 99,225
Option 3	\$ 104,186
Option 4	\$ 109,396
Option 5	\$ 114,865
Total	\$ 612,172

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. 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.

7.3. Additional Considerations

The Contractor shall provide a daily work force possessing the skills, knowledge, and training to satisfactorily perform the services required by this contract. Personnel performing work under this work statement shall remain employees of the Contractor and will not be considered employees of the Government. 21st Cavalry Brigade mission requirements often require TESS support at more than one location simultaneously. Major collective training exercises may require additional support personnel due to size and multiple locations.

Team Lead. Government anticipates the need for a Team Lead who is present during normal operating hours; who is responsible for the overall management and coordination of the team and the central point of contact for the Government. The Team Lead will be capable of repairing TESS, TESS subsystems, Spares and CHOICE systems on site at Fort Hood, or elsewhere as directed. The Team Lead will attend scheduled training meetings, staff meetings, Operation Order briefs and Battlefield Update Briefs. The Team Lead must be able to read, write, speak and understand English.

Alternate Team Lead. The Contractor shall designate in writing an Alternate Team Lead. This person shall meet the requirements of the Team Lead and shall be present and available when the primary Team Lead is absent. The Alternate Team Lead will attend all required meetings in the absence of the primary Team Lead. He shall be knowledgeable in all TESS, TESS subsystems, Spares and CHOICE systems and capable of performing necessary repairs in the absence of the primary Team Lead. If mission support requires two separate teams, the Alternate Team Lead will be the lead on one of the teams. The Alternate Team Lead must be able to read, write, speak and understand English.

Field Technicians. Government anticipates the need for two Field Technicians who will provide assistance to the Team Lead and Alternate Team Lead as required with TESS installations and

removals, maintenance operational checks, troubleshooting, and bore sighting activities on air and ground systems. The Field Technicians may be required to work unsupervised on any TESS, TESS subsystems, Spares and CHOICE systems. The Field Technicians must be able to read, write, speak, and understand English. They are also responsible for installing, maintaining, and removal of training laser systems associated with both air and ground TESS systems.

7.3.1 Other Requirements

Training. It is the contractor's responsibility to provide and maintain a state-of-the-art trained workforce capable of providing the services specified in this PWS. All related training, continuing education and other related training events are the financial responsibility of the contractor.

US Army aircraft software changes must be updated by the contractor and the contractor shall write new software code to support changes. Inter-coastal Electronics is the US Army Apache Program Managements office approved training solution to provide the TESS software for all supported aerial vehicles; ICE has certain rights to US Army aircraft software allowing ICE to make modifications to the TESS software.

7.4 Type of Task

The Government plans to award a delivery/task order against Federal Supply Schedule 874-V Logistics Worldwide (LOGWORLD) under SIN 874-507 (Operations & Maintenance Logistics Management and Support Services) for the labor and SIN 874-506 (Ancillary Supplies and/or Services) for the hardware/equipment portion. The work of requirements described herein is Firm Fixed Price (FFP) with Time & Material (T&M).

Contractor's quote shall propose a total solution and set out all labor categories, rates, equipment pricing, and estimated hours for the base period and option period(s). Pricing should be based upon contractor's own Federal Supply Schedule 874 LOGWORLD contract or through a Contractor Teaming Agreement (CTA).

The vendor must breakdown the quote to clearly indicate which Schedule/SIN's are being utilized by CLIN's.

The CLIN structure example below for the base period is recommended. The offeror's quote shall include all charges for deliver, set up maintenance, upgrades and repairs.

Example:

CLIN	Description	Base Period
001 (FFP)	Base Work Area	
002 (T&M)	Overtime	
003 (T&M)	Hardware/Equipment (Provide complete list of equipment and supplies)	
004 (T&M)	Travel	

The FFP is fully funded. Only the T&M is incrementally funded 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 7.1.

Proposal shall set out all labor categories, hardware/equipment, rates, estimated hours and totals.

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.

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.

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) and IAW FAR 52.246-4, Inspection of Services – Firm Fixed Price. The client representative will monitor compliance and report to the GSA FAS PM.

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.

8. Period of Performance (POP)

The POP for this task is for a total of 5 years (3 month base period with 4 one year option periods and 1 last option period of 9 months.) 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.

8.1 Place and Hours of Performance

The Contractor shall perform work on site at 21st CAV Brigade, Ft Hood, TX. A normal work week consists of five (5) (8) hour days. However, vendor needing to remain on call 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).

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.

8.2 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)

- **8.3 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.

- **8.4 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.

8.5 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. 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 KCO (Key Control Officer). In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the KCO, 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 KCO.

NOTE: All references to keys include key cards.

8.6 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.

8.7 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.

The DD254 is available online or from the 21st Cavalry Brigade S2 section. DD254 S will be submitted for any contract personnel requiring a security clearance.

9. Special Terms and Conditions

• 9.1 FAR Clauses Incorporated by Reference

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

FAR CLAUSES INCLUDE:

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)
52.246-6 and	Inspection Time & Material Labor Hour (MAR 2001) and Inspection

52.246-4	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)
52.243-1	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 21st CAV BDE 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**

- To support this requirement, the Contractor will be provided storage space to store, repair and maintain the contractor support equipment.
- The Contractor shall track and monitor all GFE through their internal process and 21st CAV Brigade reserves the right to audit this process. The Contractor shall provide a copy of the tracking document to 21st CAV Brigade COR.
- 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.
- Parking area for Contractor's wheeled maintenance and support vehicles.
- Fuel and Consumables for the ASET IV Vehicle platforms.
- Secured storage area for containment of sensitive parts and materials.
- Government Furnished Data: All training scenarios and data produced will be the property of the government to use as training for and future requirements.

10.0 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.

10.1 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).

10.2 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.

10.3 Posting Invoice Documents

[REDACTED]

www.finance.gsa.gov/defaultexternal.asp

[REDACTED]

[REDACTED]

[REDACTED]

10.4 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)

10.5 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*.

10.6 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.

The following regulations will apply:

11.0 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 CO Patrick Clementine, 504-589-4366, Patrick.Clementine@gsa.gov, 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 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.

12.0 Evaluation Criteria

GSA will evaluate the proposal to determine the best value to the government. GSA Contracting Officer (CO) will make that determination based on the evaluation of the vendor's proposal using the following evaluation criteria, listed (all technical, non-price factors being equitable in weight):

- **Technical Approach (TA)** and its feasibility, practicability and appropriateness in accomplishing PWS requirements. The TA evaluation will include the vendor's Staffing Plan, Technical Approach and QCP.
- **Past Performance (PP):** The offeror will not be required to submit any specific information in order for the Government to complete their PP evaluation. In conducting the PP evaluation, the Government will use data obtained from sources (FAPIS/PIRS and Excluded Parties List System or EPLS) that it considers current, accurate and relevant.
- **Price (non-technical factor)** will be evaluated to determine that all pricing is fair and reasonable. A rating will not be assigned to the evaluation of price.

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

12.1 TA: Evaluation Requirements:

12.1.1 Factor Descriptions and Submission Requirements for TA

Description of the vendor's knowledge and understanding of the requirements as outlined in the PWS. The TA evaluation will include the vendor's Staffing Plan, TA, Narrative and QCP.

- **Staffing Plan:** 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 of the PWS and the labor mix and labor hours adequate to accomplish the PWS requirements.
- **Technical Approach Narrative:** Description of vendor's knowledge and understanding of requirements. The methodologies/techniques to demonstrate how the vendor is capable to perform the PWS. Will include a crosswalk between labor categories identified in PWS and vendor proposal based on Schedule 874 LOGWORLD. An

acceptable proposal will include a description of the vendor's approach to providing technical and functional activities at the level needed for the program management of this requirement, as well as providing standard processes internal to the vendor.

- **QCP:** Quality Control Plan (QCP) See Section 6.0, Table 2 in the PWS for sample format: Include in the proposal how the offeror will implement their QCP. The QCP shall discuss the following:
 - Performance objectives
 - How the offeror will measure meeting those objectives
 - Methods of insuring compliance

12.3 PP Evaluation Requirements

12.3.1 Factor Descriptions and Submission Requirements for PP

Past Performance (PP) will be evaluated as a measure of the Government's confidence in the offeror's ability to successfully perform this project based on demonstrated comparable performance.

In evaluating PP, the Government will review how well the offeror has performed on other relevant comparable projects with respect to scope. In making this determination, the Government will review the following elements:

- Management Controls: Responsiveness, staffing, project management
- Quality of Services: Compliance with contract requirements, technical excellence, accuracy of reports
- Customer Satisfaction: Reasonable and cooperative behavior and commitment to customer service
- Schedule Compliance: Timeliness compared to the schedule of activities, milestones, and/or deliverables
- Cost Control: Management of the contract/task budget and cost control

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

12.3.2 PP Content

The offeror will not be required to submit any specific information in order for the Government to complete their PP evaluation. In conducting the performance risk evaluation, the Government will use data obtained from other sources (FAPIS/PPIRS) that it considers current, accurate and relevant.

Contractor Teaming Arrangements (CTA): If a CTA or prime-subcontractor arrangement is proposal, the vendor must provide a breakout of the percentage of work performed by the prime and each subcontractor. The PP 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 proposal. For example, if the offeror's proposal generally indicates to the Government that Team member "A" will perform a significant amount of 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.

12.4 Non Price Factor Evaluation Terms:

Feasible: Can successfully accomplish the tasks with the identified resources.

Practical: 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 tool for the job).

Non-price factors are significantly more important than price. As differences in non-price factor become less significant, price will become increasingly more important. Non-price factors will be evaluated first, then price.

12.5 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.

13.0 Proposal Format

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

Cover Letter/Executive Summary: (including the contractor's DUNS, Tax ID, NAICS Code, Prompt Payment Discount, points of contact including their name/phone/email/address for requirement and invoicing. Indicate the percentage of workload to be performed by each team member (if teaming proposed). (2 pages).

Technical Portion (Non-Price)

Technical Approach (TA): (10 pages) (Page Limits w/in TA are flexible. 10 pages (total with the TA sections such as the Staffing Plan, Narrative and QCP are each "recommended" but can be adjusted as long as total TA does not exceed 10 pages. For instance, it recommended 3 pages for the Staffing Plan, but if 4 pages are used for the Staffing Plan instead, then 4 pages could be used for the Narrative and 2 pages for the QCP to get come up with a total of 10 pages for the overall TA.)

- Staffing Plan: 3 Pages
- Technical Approach Narrative (TA): 5 Pages
- Contractor Quality Control Plan (QCP): 2 Pages

Pricing: (4 Pages)

- This requirement is a combined fully funded FFP and incrementally funded T&M with pricing based on GSA's Schedule 874 LOGWORLD. See Section 7.4 for suggested CLIN structure.
- 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 IAW their schedule contract.
- Pricing should include the Base Period of award for a total of 5 years (3 month base period with 4 one year option periods and 1 last option period of 9 months.)
- (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, in include spreadsheets must be legible. We request that the font is equivalent to Times New Roman 10 or greater.)
- 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, contractor shall include specific skill category(s) with labor rates the contractor expect 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 Other Direct Costs (ODCs) and Travel at this time. Any travel required in the future will be priced IAW the Joint Travel Regulation (JTR)/Federal Travel Regulation (FTR). There are additional instructions below for ODC's that may be required in the future.
- If the contractor is proposing General and Administrative (G&A) on ODC's including travel, please provide documentation that supports G&A is approved in the contractor's Schedule contract. In addition, G&A and Material & Handling (M&H) costs may not be allowed even if approved in your 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&Aand/or M&H rates are proposed and the 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 (CR) for approval.

- **ODCs:** All material and supply purchase over \$3,000.00 must be purchased by GSA unless the items are on contractor's GSA Schedule or a Teaming Arrangement with another GSA Schedule contractor.
- The Contractor shall include a detailed description and/or specific of all quoted ODCs in their task order response. Lump sum estimates without an explanation of the composition of ODC's is not acceptable. Fee or profit on ODCs is not an allowable reimbursement.
- Payment for ODCs will be IAW FAR 52.232-7, Payments under T&M 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 \$3,000.00 must be purchased by GSA.
- Documentation submitted as part of the invoice must include the following:
 - 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
 - List of items purchased
 - Cost of items purchased
 - 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.
- **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.

- 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 following regulations will apply:

- Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;
- 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;
- 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.
- The T&M portion of this requirement is incrementally funded with pricing based on GSA's Schedule. In the pricing section of their response to this PWS, contractor 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.
- **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.

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 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.