

STATEMENT OF WORK

Background

WHS provides a wide range of Administrative and Operational services that enable DoD components to accomplish our shared mission of supporting the Secretary of Defense.

WHS A&PO is a directorate within WHS. WHS A&PO's mission is to provide acquisition, procurement and leasing support to WHS and affiliated OSD components within the Pentagon and other National Capital Region facilities. Support includes acquisitions for architect and engineering services, building construction and alteration, facility operation and maintenance, information technology, and other supplies and services.

1.0 PURPOSE

This requirement is to provide a wide range of professional acquisition and contract support services to the Washington Headquarters Services (WHS) Acquisition and Procurement Office (A&PO) in the areas of pre-award acquisition planning, source selection, contract administration and management, assist with the preparation and issuance of contracts, delivery orders, modifications and management of various contractual vehicles.

The acquisition and contract support services provided under the resultant task order will include a variety of contract types, including but not limited to; construction (design-build), construction management, logistical support, information technology systems and support, and various professional and analytical support.

The types of products or supplies includes but is not limited to; IT, communications equipment and supplies.

The work performed shall be in conformance with all Government regulations and policies including the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS) and other agency supplemental regulations as appropriate.

2.0 OBJECTIVE

The objective of this requirement is to provide a full range of acquisition/procurement support in the National Capital Region.

3.0 TASKS AND OUTPUTS

The contractor shall provide personnel, resources, and facilities, as appropriate, to provide efficient and cost effective acquisition support services for the requirements described below.

3.1 Requirements Documentation Support: Provide advice, recommendations, and document support to multiple offices in all areas of the acquisition requirements phase. Contractor support personnel shall coordinate with the WHS A&PO and their client agencies on all requirement support services. Requirements support includes:

3.1.1 Statements of Work/Specifications/Requirements Documents. Assist in development and preparation of pre-award Statements of Work (SOW), Statements of Objective (SOO) and other requirements documents. This effort includes assisting program offices in researching and drafting specifications and standards, including Performance-based Work Statements (PWS); developing performance measures, providing consultation and recommendations; and coordinating requirements documents.

Outputs: SOWs; SOOs; PWSs; and related documents.

3.1.2 Acquisition Strategy Support. Provide advice and recommendations for all elements in acquisition plans, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. Research existing Government- wide contracts for available products and services. Evaluate

different approaches to and sources for acquisition support. Research available suppliers and compare the services and costs of obtaining support from the different providers. Assist with Economy Act applicability determinations.

Outputs: Written acquisition plans; Economy Act documentation.

- 3.1.3 Independent Government Cost Estimates (IGCE). Contractor shall provide assistance to the program offices in preparing IGCEs. Such assistance may include; and is not limited to, research and analysis of past purchases of similar products or services, current market value of the products or services, other agency purchases of similar products and services.

Outputs: IGCEs.

- 3.1.4 Market Research and Market Surveys. Assist in conducting market research to identify potential sources and contract vehicles. Potential sources should include socio-economic program participants (i.e., small businesses, small and disadvantaged businesses, HUB Zone businesses). Potential vehicles should include GSA Schedule vendors, Government-wide Agency Contracts, and other agency contracts. Conduct market surveys and prepare written documentation of market research. Support program offices in documenting small business capability analysis. Prepare FedBizOpps and other electronic posting announcements.

Outputs: Market research documentation; FedBizOpps and other electronic posting announcements; small business capability analyses.

- 3.1.5 Pre-Award Documentation and Source Selection. Assist in evaluation process and assure written documentation to support both informal and formal source selection procedures. If formal source selection procedures are used - Prepare Source Selection Plans, assist with identification of SSEB members, instruct SSEB members on roles and responsibilities, ensure Conflict of Interest/Nondisclosure Forms are signed, prepare evaluation sheets, and prepare draft of Source Selection Decision Memorandum. Other pre-award documents may include Determinations and Findings (D&Fs), Justifications and Approvals (J&As), and other necessary contract file documents.

Outputs: Source selection evaluation documentation; D&Fs; J&As; Small Business Administration (SBA) nomination letters; and other necessary contract file documents.

- 3.1.6 Solicitations. Prepare Request for Quotes (RFQs), Request for Proposals (RFPs) including two-phased design/build solicitations, and Combined Synopsis/Solicitations using the Standard Procurement System (PD2) Assure the solicitation includes all appropriate solicitation terms and conditions. Recommend and prepare unique terms and conditions as required. Prior to release of solicitation, verify that funds are available and obtain legal concurrence. Release solicitation by electronic posting, email, fax or mail.

Outputs: Solicitations.

- 3.1.7 Contract Award. work with evaluators and Contracting Officer (CO) to identify prenegotiation objectives and assist the CO with discussions with Offerors. Prepare final contract award documents for task and delivery orders and stand-alone contracts in PD2, and Contracting Officer Representative (COR) designation letters. Obtain legal concurrence. Distribute contract to appropriate parties. Report contract actions either directly into the Federal Procurement Data System (FPDS), or to FPDS via PD2.

Outputs: DD350/FPDS Reporting documentation, Contract file documentation

- 3.1.8 Post-award Support. Prepare appropriate documentation for contract modifications, including the exercise of options, using PD2. Monitor contractor performance, including schedules and milestones. Monitor contractor compliance with terms of the contract, including site visits and labor interviews. Assist in the

preparation of incentive and award fees. Assist in the resolution of performance problems. Process contractor invoices, including contract funding status management.

Outputs: Modifications, award or incentive fee determinations, invoice packages, correspondence.

3.1.9 Policy Support. Assist in the development, implementation, and oversight of policy initiatives. Assist in the analysis of federal, DoD or A&PO policy proposals. Provide expert advice on acquisition policy.

Outputs. Policy analysis and briefings. Policy guides and handbooks.

3.1.93.1.10 Automated Systems Support. Plan, deploy, and maintain A&PO business systems, including Standard Procurement System. Provide expert advice to users on DOD-wide electronic acquisition systems. Collect and analyze acquisition data, including DD350 contract reporting data.

Outputs: Deployment plans. Users guides. Reports.

3.1.11 Small Business Support. Review proposed actions for small business opportunities. Monitor achievement of socioeconomic goals. Organize outreach events and small business conferences. Advise individual small businesses on potential opportunities. Provide expert advice on small business matters to contracting officers.

Outputs: Outreach events. Small Business Coordination Reviews. Reports.

4.0 PERFORMANCE MANAGEMENT

4.1 Performance Management Plan (PMP): The contractor shall develop and maintain throughout the contract, a Performance Management Plan (PMP), that shall be used as a foundation for technical direction, resources management planning and the method of assuring quality performance during this contract.

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

- Planned initiatives and key events
- Staffing Plan
- Contractor/Government Organizational relationships, including subcontractors and problem escalation process
- Subcontract Management (if applicable)

The PMP shall be approved by the Contracting Officer (CO) and Contracting Officer Representative (COR) and there will be no deviation from the PMP, unless agreed to by the COR and CO. Where the contractor identifies deviations from the plan, the contractor shall provide the supporting rationale necessitating the deviation, in a written submission to the COR and CO. It is the contractor's responsibility to keep the PMP up-to-date.

Deliverable: The Performance Management Plan shall be submitted for approval to the CO and COR no later than 90 days after contract award.

4.2 Status reports: The contractor shall provide, electronically, a Monthly Status Report (MSR). Distribution of this report will be determined by the Government's CO or COR. The MSR shall focus on contractual items, such as travel cost expenditures, performance, personnel, schedules, and recap all problems, issues, concerns, and actions taken over the report period. The format of the MSRs shall be agreed to by the CO or COR. The contractor shall prepare a MSR that includes:

- Overall status of services and capabilities
- Schedule for new activities
- Existing and potential problem areas and proposed resolution and timelines
- Proposed recommendations for improvements/enhancements to service, capabilities, management procedures, as appropriate

Deliverable: The contractor shall provide the Monthly Status Reports no later than the 15th day of each succeeding month, commencing no later than 45 days after contract award.

4.3 Quarterly IPRs: The contractor shall organize and present quarterly In-Process/Status Reviews (IPRs) at the Government's location. The method and schedule for these reviews shall be in the contractor's Program Management Plan approved by the COR. The objectives of these reviews are to track project progress, identify and resolve issues, and identify project risks and mitigation strategies. The contractor shall submit to the COR an "Action Item Report" 15 days after the meeting has taken place that documents what was agreed to by the Government and contractor and what the contractor is doing to resolve outstanding issues, all of which would not impact the contract price or costs, schedule or terms and conditions of the contract.

The contractor shall present the following at each review:

- Review of all open items and issues.
- Status of each outstanding task
- Data collected from continuous evaluation of the work performed using benchmarks and metrics designed to improve its quality, user-satisfaction, and cost effectiveness, including information on "lessons learned" and best practices.
- Self-assessment of their performance against the performance measures delineated in the PMP to include the methods, metrics and data used
- Contractor recommendation to the Government on changes to the contract for improving the overall quality of services, to include implementation plans, schedules, savings, avoidances, benefits, and impacts associated with the recommendation(s).

5.0 SECURITY

The U.S. Federal Government will conduct background checks and verify information submitted by the employees, conduct fingerprint checks, and conduct other appropriate investigations. Investigations will include, but are not limited to, criminal record, credit worthiness, and prior work performance history.

The contractor shall comply with all information technology system security policies and procedures that apply to WHS A&PO. These will be made available to the contractor personnel at the Government site.

All Contractor personnel assigned to support the government under the resultant contract shall be subject to security screening. All personnel providing services under the resultant task order must meet all requirements to successfully complete the screening process. All contractor personnel providing support must achieve the basic screening process in order to work on-site.

The contractor shall ensure that approximately 30% to 40% of all support service personnel assigned under the resultant contract shall possess a secret clearance.

U.S. Citizenship is required to obtain clearances.

6.0 GOVERNMENT FURNISHED MATERIALS AND FACILITIES

Facilities, Supplies and Services - Work shall be performed at Government provided facilities in Arlington, Virginia. Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, consumable and general purpose office supplies) will be provided while working in Government facilities.

Information - The Government will provide information, material and forms unique to the Government for supporting the task. All Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The COR will be the point of contact for identification of any required information to be supplied by the Government.

Documentation - All existing documentation, relevant to this task accomplishment, will be made available to the Contractor. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Government.

7.0 Travel

The Contractor may be required to travel in performance of orders issued under this contract. Travel outside the National Capital region will primarily be within a 100 mile radius of the Arlington, Virginia.

Contractor shall be reimbursed actual cost of all travel conducted in the course of providing the services in accordance with this statement of work. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31. Thus, all travel shall be pre-approved, shall be in accordance the terms and conditions of the Joint Travel Regulation (JTR) and reimbursement of cost shall not exceed the prevailing applicable per diem rates and limitations specified in the JTR. The Industrial Funding Fee does NOT apply to travel and per diem charges."

8.0 Training:

The Government will provide the contractor with appropriate training that is directed by the government and for government unique/non-commercial systems.

9.0 OPERATING HOURS AND GOVERNMENT CLOSURES

9.1. The operating hours WHS consists of an eight-hour daily work schedule, which can begin not earlier than 0600 and end not later than 1800, Monday through Friday. The generally operating hours are 08:30 AM through 5:00 PM.

9.2 Unless required under the terms of the contract or authorized by the Contracting Officer, the contractor shall not work at any government facility, nor should any deliveries under this contract be made to any government facility, on any of the following holidays.

- New Year's Day – 1 January

- Martin Luther King, Jr.'s Birthday – 3rd Monday in January
- President's Day – 3rd Monday in February
- Memorial Day – Last Monday in May
- Independence Day – 4 July
- Labor Day – 1st Monday in September
- Columbus Day – 2nd Monday in October
- Veteran's Day – 11 November
- Thanksgiving Day – 4th Thursday in November
- Christmas Day – 25 December
- Any other day designated by Federal Statute, Executive Order or a Presidential proclamation.

9.2 When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U. S. Government Agencies.

9.3 The amounts in schedule of the contract include an allowance for holidays to be observed. The government will not be billed for such holidays, except when services are required by the government and are actually performed on a holiday.

9.4 When the Government grants administrative leave to Government employees, or is closed as a result of inclement weather, potentially hazardous conditions, or other special circumstances, contractor personnel working at the specific facility/location granted administrative leave shall also be dismissed.

10.0 ORGANIZATIONAL CONFLICT OF INTEREST

10.1 General

10.1.1 The term "organizational conflict of interest" means that the Contractor (which term hereinafter shall be deemed to include its chief executives, directors, any consultants, or subcontractors utilized under this contract other than a vendor selling incidental material) has interests which (i) may diminish its capacity to give impartial, technically sound, objective assistance and advice in performing this contract, (ii) may otherwise result in a biased work product under this contract, or (iii) may result in an unfair competitive advantage to itself or others.

The contractor's attention is directed to FAR Subpart 9.5, Organizational Conflicts of Interest. In the execution of certain contract tasks, it is anticipated that assigned contractor personnel will require access to confidential or proprietary business, technical and financial information belonging to the Government or other companies. The information may include but is not limited to pre-decisional budget and acquisition sensitive information, preparation of specifications or work statements, and evaluation services. After receipt thereof, the contractor and affected individuals shall treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the contracting officer in writing. The foregoing obligations, however, shall not apply to:

- Information which, at the time of receipt by the contractor, is in the public domain;
- Information which is published after receipt thereof by the contractor or otherwise becomes part of the public domain through no fault of the contractor;
- Information which the contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- Information, which the contractor can demonstrate, was received by it from a third party that did not require the contractor to hold it in confidence.

The contractor shall obtain the written agreement, in a form satisfactory to the contracting officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract.

The contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the contractor under this contract, and to supply a copy of such agreement to the contracting officer. From time to time upon request of the contracting officer, the contractor shall supply the Government with reports itemizing information received as confidential, proprietary, pre-decisional budget information, or acquisition sensitive information, and setting forth the company or companies from which the contractor received such information.

The contractor agrees that upon request by the contracting officer it will execute a contracting officer approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by the contracting officer, contractor personnel shall also sign such an agreement.

10.1.2 If after award, the contractor discovers an organizational conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract.

10.1.3 In the event that the Contractor was aware of an organizational conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an organizational conflict of interest after award of this contract and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract and the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

10.1.4 The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.

10.1.5 The Contractor agrees that during performance of the contract and for a period of three (3) years after the completion of performance of this contract, the Contractor, including all divisions thereof, and any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the contractor, shall not:

(a) Supply information or material received from this contract, to any firm participating in or having a known prospective interest in the subject matter areas for which the sensitive information described in paragraph (i) above was initially submitted, nor enter into any contractual relationship which would affect or appear to affect the equity and integrity of its recommendations.

(b) Furnish to the United States Government, either as a prime contractor or as a subcontractor, any component of any system for which the sensitive information described in paragraph (1) above was initially submitted, that it is not currently obligated to deliver for defense purposes.

11.0 PERSONAL CONFLICTS OF INTEREST

11.1 General

11.1.1 The term "personal conflict of interest" means that a contractor employee assigned to the contract has interests which (i) may diminish his/her capacity to give impartial, technically sound, objective assistance and advice in performing this contract, (ii) may otherwise result in a biased work product under this contract, or (iii) may result in an unfair competitive advantage.

11.1.2 A contractor employee shall not participate (i.e., recommend, influence, or decide) in any particular matters:

(a) that will have a direct and predictable effect on the financial interests of that employee, his/her spouse or minor child, or organization in which he/she serves as officer, director, trustee, general partner or employee;

(b) that will have a direct and predictable effect on the financial interests of or any person or organization with whom he/she is negotiating or has an arrangement concerning prospective employment

(c) may otherwise cause a reasonable person to question his/her impartiality.

11.1.3 The contractor shall obtain the financial disclosure agreement, similar in form/content of the Office Government Ethics Form 450, for each employee assigned to the contract. The contractor shall also obtain financial disclosure agreements for all subcontractor employees assigned to the contract.

11.1.4 If after award, the contractor discovers an employee's financial conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract.

11.1.5 In the event that the Contractor was aware of an employee's financial conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an employee's financial conflict of interest after award of this contract and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract and the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

11.1.6 The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.