

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER HQ00134113649-0001		PAGE 1 OF 17	
2. CONTRACT NO. HQ003424C0150		3. AWARD/EFFECTIVE DATE 30-Sep-2024		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY WHS - ACQUISITION DIRECTORATE 4800 MARK CENTER DRIVE, SUITE 09F09 ALEXANDRIA VA 22350 TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$24,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DEFENSE SECURITY COOP AGENCY (DSCAHQ) (b)(6) 201 12TH STREET, SOUTH ARLINGTON VA 22202		CODE HQ0013		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR METAPHASE CONSULTING LLC BRETT McLAREN 11911 FREEDOM DR STE 1010 RESTON VA 20190-5629 TELEPHONE NO (b)(6)		CODE 72XV7 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-0002			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO A DRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE A DDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,254,998.67	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. HQ003424R0443 OFFER DATED <u>27-Sep-2024</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KIM M. ROBINSON-LEACH / CONTRACTING OFFICER TEL: 571-722-4559 EMAIL: kim.m.robinson-leach.civ@mail.mil		31c. DATE SIGNED 29-Sep-2024	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 17	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

POINTS OF CONTACT

Vendor:

MetaPhase Consulting LLC
 Brett McLaren, Chief Strategy Officer
 11911 Freedom Drive, Suite 1010
 Reston, VA 20190

(b)(6)

Contracting Office:

Kim Robinson-Leach
 DoD/WHS/AD (Mark Center)
 Washington Headquarters Services
 Acquisition Directorate (WHS/AD)
 Enterprise Security & Services Directorate (ESSD)
 4800 Mark Center Drive, Suite 09F09
 Alexandria, VA 22350-3400
 Phone: 571-722-4559
 Email: kim.m.robinson-leach.civ@mail.mil

(b)(6)

Customer:

(b)(6)

**PERFORMANCE WORK STATEMENT
FOR
Federal Credit Program Development Support Services
Defense Security Cooperation Agency (DSCA)
Office of Business Operations (OBO)
3 May 2024**

**PART 1
GENERAL**

1. **General:** This is a non-personal services contract to provide a wide array of financial support and consulting functions necessary to the Defense Security Cooperation Agency (DSCA). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, supervision, and other items and non-personal services necessary to perform end- to-end business processes and functions for the Office of Business Operations (OBO). The Contractor shall perform to the standards in this contract.

1.2 Background: The DSCA's mission is to advance U.S. national security and foreign policy interests by building the capacity of foreign security forces to respond to shared challenges. DSCA leads the broader U.S. security cooperation enterprise in its efforts to train, educate, advise, and equip foreign partners. The OBO manages all financial, acquisition, information technology, security, and facility operations for the Agency to ensure effective and efficient delivery of services and support.

1.3 Objectives: The Contractor shall assist the Government in developing analytical tools, processes, and procedures required to establish and execute the Federal Credit Program Development Support Services. The Contractor shall provide qualified personnel that deliver professional, responsive, clear, and reliable end-to-end management of DSCA's need for financial and loan support.

1.4 Scope: The Contractor shall provide consulting, loan monitoring, and financial support, including administrative professional services for the purposes of developing the Federal Credit Program Division. The Contractor shall develop a detailed Circular A-129 Policies for federal Credit Programs and Non-Tax Receivables (A-129) program development plan, establish Standard Operation Procedures (SOP), support DSCA's Credit Program, provide a credit subsidy model that is in line with timelines for the elements recommended by A-129 and provide comprehensive support of the DSCA Loan ERP system integration through deployment to include the following:

- Program Management
- Program Development & Management Support
- Development and Documentation of Standard of Procedures
- Loan Subsidy Modeling
- Support with DSCA Loan ERP System Implementation

1.5 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months. Period of Performance reads as follows:

Base Year September 1, 2024 – August 30, 2025

1.6 General Information

1.6.1 Quality Control: The Contractor shall develop and maintain an effective quality control program (QCP) to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement

procedures to identify, prevent, and ensure non-recurrence of defective services. The QCP is to be delivered within thirty (30) days of contract award; three copies of a comprehensive written QCP shall be submitted to the Contracting Officer (CO) and Contracting Officer Representative (COR) within five (5) working when changes are made thereafter. After acceptance of the quality control plan the Contractor shall receive the contracting officer's acceptance in writing of any proposed change to the Quality Control (QC) system.

1.6.1.1 Inspection and Acceptance Criteria: The COR or technical representative will require up to fifteen (15) working days from receipt of all deliverables for review and comment/acceptance. Government acceptance will be based upon the deliverables meeting accepted professional standards for technical content, workmanship, and relevance to stated functional task requirements.

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

1.6.2.1 Identification of Non-Disclosure Requirements: The activities in this PWS will require the Contractor to receive Government Furnished Information (GFI), and access data and information proprietary to other Contractors or Government agencies and/or of such a nature that its dissemination or use, other than in performance of this PWS, would be averse to the interests of the Government and/or others. The Contractor, including Contractor personnel, subcontractors, and consultants, will not divulge or release data or information developed or obtained in performance of this PWS except to Government authorized personnel or upon written approval of the CO or COR. The Contractor will not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as required in the performance of this PWS. The limitations above do not apply to data or information that has been made public by the Government. All products, deliverables and work produced, as well as associated back-up documentation will be considered the property of the Government. The Contractors will be expected to sign Non-Disclosure Agreements (NDA) as part of the on-boarding process.

1.6.3. Recognized Holidays: Contractor is not required to work on federal holidays. However, if a program occurs over a holiday period, a limited number of personnel may be needed to support a program. Prior coordination shall be made and approved between the COR and KO..

New Year's Day, January 1.
Martin Luther King Jr.'s Birthday, the third Monday in January.
President's Day, the third Monday in February.
Memorial Day, the last Monday in May.
Juneteenth National Independence Day, June 19.
Independence Day, July 4.
Labor Day, the first Monday in September.
Columbus Day, the second Monday in October.
Veterans Day, November 11.
Thanksgiving Day, the fourth Thursday in November.
Christmas Day, December 25.

1.6.4 Hours of Operation: Hours of operation are those designated times and days during the biweekly pay period when employees are physically present for work, other than a lunch period or in approved telework status. Core hours for DSCA are 0900 to 1500, Monday through Friday. Individuals may begin/end their day earlier/later, but all employees are expected to be present during core hours unless otherwise approved by the supervisor. Supervisors will attempt to schedule meetings and other official activities during core hours. However, occasionally meetings and other official activities will occur outside of core hours; in those instances, employees are expected to adjust their duty day to attend as required and directed. For all meetings or activities scheduled to occur outside of core hours, supervisors will provide advance notice to employees when possible. Situational telework is authorized but will be approved by the COR. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are

essential.

1.6.5 Place of Performance: The work to be performed under this contract will be executed primarily at the DSCA Headquarters (HQ), 201 12th Street South, Suite 300, East Tower Arlington, Virginia 22202. Regular and situational telework are options in accordance with Washington Headquarter Services (WHS) and customer requirements. Upon approval occasional domestic travel will be required.

1.6.5.1 Telework: The Government may permit telecommuting (telework) to contractors when determined to be in the best interest of the Government in meeting work requirements (e.g., COOP). The contractor must have an established telecommuting agreement subject to review by the Government.

The contractor must identify to the COR any task/work requirements that may be performed at an alternate worksite. Telework will be at no additional cost to the Government.

The Government may provide, as Government Furnished Equipment (GFE): Secure laptop with access to the required portals, networks, and business application. Internet connection will not be furnished; therefore, Internet access shall be provided by the Contractor.

The Individual Contractor Personnel shall provide services from their authorized telework worksite location IAW Department of Defense Instructions (DoDI) 1035.01 Telework Policy.

<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/103501p.pdf>

1.6.6 Type of Contract: The Government will award a Firm Fixed Price (FFP).

1.6.7 Security Requirements: The overall classification of work associated with this PWS is at the SECRET level. The Contractor shall have a current facility clearance of SECRET at the time of proposal to work this effort. All personnel assigned to this contract must be U.S. citizens.

1.6.8 Special Qualifications: Within ten (10) business days of award of this contract or ten (10) days of employment, the Contractor shall ensure that all Contractor employees complete annual Government- furnished training in Information Assurance, Privacy Act, Operational Security and other assigned training required. Any Contractor behavior deviating from standards taught in the course shall be grounds for termination of the contract. Contractor must maintain a cyber-threat security awareness certification plan. The Contractor is expected to provide a fully trained workforce to the Government; therefore, personal development training costs and hours are not billable to the Government. The following key positions have been identified.

The Program Manager must obtain or maintain a Secret/SCI clearance.

All Contractor employees will be required to sign an NDA.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award Contractor convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the contracting officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.9.1 Meeting Minutes: The Contractor will submit meeting minutes for all engagements in performance of this contract. The meeting minutes shall be formatted in a word document that identifies meeting participants, topics and issues discussed, impact to DSCA operations, need for leadership engagement, mitigation and remediation plan, and suspense dates for resolution/closure. The Contractor shall provide meeting minutes to the Government program managers within 48 hours following the meeting.

1.6.10 Contracting Officer Representative (COR): Refer to DFARS Clause 252.201-7000 “Contracting Officer’s Representative”.

1.6.11 Contract Personnel:

1.6.11.1 Key Personnel: The personnel listed below are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. The Contractor shall make no diversion without the Contracting Officer's written consent. Please see the below chart for the one Key Personnel position.

POSITION	MINIMUM QUALIFICATIONS	SUPPORT TASK
Senior Project Manager	<p>Bachelor’s degree in Management, Financial, Business Management, Project Management or Administration, or a related discipline.</p> <p>Must have a minimum of 10 years of experience of project management experience leading and supervising multi— disciplinary teams in support of US Government (USG) programs.</p> <p>Must have experience with the DoD. Must possess a PMP from a granting institution. Ability to obtain a Secret clearance.</p> <p>Desired: Experience with Finance, Loan Divisions, Gov’t Policies and Circulars.</p>	Tasks 1, 2 and 3 Section 5

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. All Contractor personnel will be required to obtain, use, and display a CAC throughout the performance of this requirement.

1.6.13 Contractor Travel: N/A

1.6.13.1 Travel Reports: Contractor will, in addition to invoice requirements, submit monthly financial and travel reports to the Contracting Officer and COR that includes all labor, travel costs, any other direct charges incurred by the Contractor. The report shall be formatted to provide breakout of labor hours per employee and related costs for the current period to date and the total amount expended to include the remaining balance on each contract CLIN. This format allows efficient, effective, and accurate tracking and provides effective insight into declining funds availability.

1.6.14 Other Direct Costs: N/A

1.6.15 Data Rights: Please refer to FAR Clause 52.227-14 “Rights in Data – General”.

1.6.16 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the

Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.17 Phase in: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the thirty (30) day phase in period. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date.

PART 2 DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. **CONTRACTOR.** A supplier or Contractor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

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

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

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

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

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

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

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

2.1.9. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of a product or service shall meet contract requirements.

2.1.11. **SUBCONTRACTOR.** One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. **WORKDAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. **WORK WEEK.** Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

A-129	Circular A-129 Policies for federal Credit Programs and Non-Tax Receivables
CAC	Common Access Card
CFR	Code of Federal Regulations
CI	Classified Information
CLIN	Contract Line-Item Numbers
CO	Contracting Officer
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
CSC	Credit Subsidy Calculator

CUI	Controlled Unclassified Information
DAAPM	Defense Assessment and Authorization Process Manual
DCSA	Defense Counterintelligence and Security Agency
DD Form 254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DISS	Defense Information System for Security
DOD	Department of Defense
DODI	Department of Defense Instructions
DSCA	Defense Security Cooperation Agency
ERP	Enterprise Resource Planning
EST	Eastern Standard Time
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FMR	Financial Management Regulations
FOIA	Freedom of Information Act
FOUO	For Official Use Only
FSO	Facility Security Officer
FY	Fiscal Year
GFE	Government Furnished Equipment
IAW	In Accordance With
ITP	Insider Threat Program
KO	Contracting Officer
NCR	National Capital Region
NDA	Non-Disclosure Agreements
NISPOM	National Industrial Security Program Operating Manual
NIST	National Institute of Science and Technology
OBO	Office of Business Operations
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OPSEC	Operational Security
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SC	Security Cooperation
SOP	Standard Operating Procedure
RCM	Risk and Control Metrics
T3	Tier 3
T3R	Secret Periodic Reinvestigations
TPOC	Technical Point of Contact
US	United States
USC	United States Code
USG	United States Government
VAR	Visitor Authorization Request

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

GOVERNMENT FURNISHED ITEMS AND SERVICES:

- 3.1. Services: The Government will provide access to DSCA and the Defense Security Cooperation University.
- 3.2. Facilities: The Government will provide the necessary workspace for the Contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment.
- 3.3. Utilities: The Government will provide all utilities in the facility available for the Contractor's use in performance of tasks outlined in this PWS.
- 3.4. Equipment: The Government will provide the Contractor access to scanners, fax machines, printers, computers, audio visual, and other equipment to facilitate academic programs.
- 3.5. Materials: The Government will provide the Contractor access to regulations, directives or other policy documents required to complete PWS tasks.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2 Secret Facility Clearance: The Contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have been granted either a SECRET SCI, or a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Attachment.

PART 5 SPECIFIC TASKS

5. Specific Tasks:

5.1 Basic Services: The Contractor shall provide support services as needed for the creation of the Federal Credit Program via qualified administrative, technical, management, to include support staff to plan, prepare, and execute services set forth in Part 5 of the PWS.

5.2 Program Management: The contractor shall provide the following Program Management support services:

5.2.1 Management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy requirements.

5.2.2 Identify and implement critical paths to accomplish reports on time and to acceptable DoD and DSCA standards.

5.2.3 Provide management, direction, administration, quality assurance (QA), and leadership in the execution of this Performance Work Statement (PWS).

5.2.4 Facilitate Government and contractor communications and all activities necessary to ensure the accomplishment of timely and effective support.

5.2.5 Use industry best-standards and proven methodologies to assure all activities are identified, documented, and tracked. The project will continuously be evaluated and monitored for timely and quality service.

5.2.6 Notify the CO, Contracting Officer's Representative (COR) in writing of any technical, financial, personnel, or general managerial problems.

5.3 Project Kick-Off Meeting: The contractor shall schedule, coordinate, and host a Kick-off Meeting no later than (NLT) ten days after the award, at the location approved by the COR. The meeting shall provide the opportunity to discuss technical, management, and logistic issues; travel authorization; and reporting procedures. At a minimum, the attendees shall include key contractor personnel, key Government representatives, CO, and COR. The contractor shall provide a Project Kick-Off Meeting Agenda NLT five (5) days after award that will include, but not limited to, the following:

- Introduction of personnel
- Overview of project tasks
- Overview of organization (complexity)
- Schedule
- Performance metrics
- Discussion of draft Program Management Plan (PMP)
- Travel notification and processes
- Government-furnished information (GFI)
- Security requirements (Building access, badges, Common Access Cards [CAC])
- Invoice procedures
- Monthly meeting date
- Reporting Requirements, e.g., Monthly Status Report (MSR)
- POCs to include name, phone, email and role.
- Roles and Responsibilities
- Overview of incoming Transition Plan to include process and timeframes.
- Prioritization of contractor activities
- Any initial deliverables
- Other logistic issues
- Quality Control Plan (QCP)

- Sensitivity and protection of information
- Additional issues of concern (Leave/back-up support)

5.3.1 The contractor will provide presentation slides to all attendees at least 24 hours prior to the meeting.

5.3.2 Monthly Status Report: The PM shall develop and deliver a MSR using Microsoft (MS) Office Suite applications by the 10th day of each month or the following business day (if the 10th day falls on a Saturday or Sunday) via electronic mail (email) to the COR. The report shall briefly summarize, by task, the management and technical work conducted during the month. The contractor shall provide at a minimum the following information:

- Activities during reporting period, by task to include a brief description of the task, on-going activities, new activities, activities completed, deliverables submitted for that period, and progress to date on all above-mentioned activities.
- Problems and corrective actions taken. Also include issues and/or concerns and proposed resolutions to address them to include risk mitigation plans.
- Government actions required.
- Schedule (shows major tasks, milestones, and deliverables; planned and actual start and completion dates for each).
- Summary of trips taken, conferences attended, etc. (attach trip reports to the reporting period MSR).
- Current and projected utilization of each CLIN by month.
- Financial status including cumulative (total-to-date) invoiced costs for each CLIN.
- Monthly Performance Reporting (MPR). As part of the MSR the contractor PM shall prepare a MPR, which addresses how the contractor met the Acceptable Quality Levels (AQL) for each Performance Requirement in the QASP during the month. This information will be used, in conjunction with feedback from TPOC and other Government personnel, to assess the contractor's performance. The performance requirements, standards and methods of measurement for this PWS will be located in the QASP.
- Any comparison data /monthly performance reports.

5.3.3 Technical Status Meetings: The contractor PM shall host a contract activity and status meeting with the TPOC and other key DSCA stakeholders within ten days after each engagement to be identified. The purpose of this meeting is to ensure all stakeholders are informed of the current activities of concern, status, and provide opportunities to identify other activities as well as establish priorities and coordinate resolution of identified problems or opportunities. The meeting shall provide an opportunity to discuss and respond to questions and inquiries from stakeholder, requirements initiatives on the planning of activities per specific time periods, and work with DSCA to better define requirements. The contractor PM shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, to the COR NLT 24 hours following each meeting.

5.4 **Task 1 Program Development and Management Support**

5.4.1 The Contractor shall develop a detailed Program Development Plan IAW A-129 with timelines for the elements recommended by Circular A-129.

5.4.1.1 The Contractor shall facilitate the creation of a Credit Program Working Group (CPWG). This CPWG shall include key DoD and DSCA personnel as well as other government stakeholders. The CPWG will work closely with the Contractor to provide day-to-day information, data, feedback, guidance, collaboration, and assistance with the development of the DSCA Credit Program. The CPWG and the Contractor shall meet on a frequency determined by the Government, but no less than on a bi-weekly basis to discuss the DSCA Credit Program development plan and critical findings. If the Government deems it appropriate, the CPWG will branch into two groups if that is deemed the most practicable and efficient approach to develop and manage the DSCA Credit Program.

5.4.1.2 The Contractor shall prepare and distribute required meeting materials to meeting participants to guide the CPWG discussions 24 hours prior to the meetings, unless the Government specifies an earlier deadline.

5.4.1.3 The Contractor shall develop an inventory of policies and procedures available to the Government that are required to align with all applicable statutory requirements, including, at a minimum:

- Office of Management and Budget (OMB) Circulars
 - A-11 (<https://www.whitehouse.gov/wp-content/uploads/2018/06/a11.pdf>)
 - A-129 (<https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-019.pdf>),
- Federal Credit Reform Act of 1990 (<https://www.fiscal.treasury.gov/files/ussgl/fcra.pdf>),
- Chief Financial Officers Act of 1990 (<https://www.congress.gov/101/statute/STATUTE-104/STATUTE-104-Pg2838.pdf>),
- Federal Information Security Management Act (<https://www.congress.gov/113/plaws/publ283/PLAW-113publ283.pdf>)
- Federal Financial Management Improvement Act (<https://www.congress.gov/104/bills/hr4319/BILLS-104hr4319ih.pdf>).

5.4.1.4 The Contractor shall perform a document review of the DSCA Credit Program to evaluate the status of program development. This evaluation will include a review of existing program documentation, the statutes governing the program, as well as interviews with various leaders of DSCA and any relevant government stakeholders.

5.4.1.5 The Contractor shall develop a detailed program development plan with timelines for the elements recommended by Circular A-129. This shall correspond with the needs of OMB and the DoD based on the information gathered from the CPWG meetings, document research, and interviews. The program development plan shall detail the current status of the program and be written in a matter that is appropriate for an OMB audience.

5.4.1.6 The Contractor shall define participating parties' roles and responsibilities for the DSCA Credit Program and the legal and transactional relationships of the parties. The DSCA Credit Program structure will be developed to create the financial and legal instruments to analyze the impact on modeling and associated analyses between the DoD, borrowers, and relevant third parties.

5.4.1.7 Consistent with the requirements of OMB Circular A-129, Appendix A, the program development plan shall include all the following:

- Executive Summary
- Background
- Program Analysis, including a program overview, performance, and management oversight.
- Findings
- Recommendations

5.4.1.8 The Contractor shall participate in conference calls or meetings with OMB to discuss the development of the A-129 program development plan and deadlines regarding tasks outlined in A-129, the timing of the budget process, OMB's expectations regarding the completion of the A-129 review, and necessary tasks. The number of meetings shall be dependent on the efficiency of the process adapted to secure OMB's concurrence of the program development plan. The Contractor shall develop documentation and briefing materials to support the meetings and calls in this subtask as necessary.

5.5 TASK 2: Development and Documentation of Standard Operating Procedures (SOPs): Subsequent to the Program Development Plan, the Contractor shall support the DSCA in producing SOPs for establishing a lending program. These procedures shall include processes for evaluating applicants, funding loans, and loan monitoring. The breadth and depth of this task can be determined only after the completion of the A-129 program development plan, but may include the following subtasks:

5.5.1 The Contractor shall support the DSCA Credit Program by developing SOPs and associated Risk and Control Metrics (RCMs) for investment and risk processes for the DSCA Credit Program. The SOPs will expand on the requirements of the Program Development Plan and shall build off existing process maps where applicable. The

SOPs shall itemize and document all steps and decision points associated with reviewing a loan application, obtaining all required approvals, completing appropriate documentation, making the loan award, and dispersing funds.

5.5.2 The Contractor shall support the stand up of an independent risk assessment. The Contractor in coordination with the Chief Investment Officer shall review procedures for individual loans and the portfolio of loans.

5.5.3 The Contractor shall develop standard reporting procedures to: (1) Summarize financial status; (2) Processing status; (3) Review loan performance; and (4) Assess portfolio risks, including administrative risks. Individual procedures shall be developed for each topic in accordance with the referenced laws and circulars.

5.5.4 The Contractor shall also define criteria, processes, and procedures to address the key elements required for an effective DSCA Credit Program, including:

- **Credit Approval Committee:** Define the criteria for establishing a credit approval committee.
- **Underwriting:** Define the criteria for underwriting and credit evaluation of applicants and other applicable parties in the DSCA Credit Program. Underwriting guidance will inform modeling and analysis assumptions.
- **Due Diligence:** Define the criteria associated with due diligence of applicants and other parties in the DSCA Credit Program. Due diligence guidance will inform modeling and analysis assumptions.
- **Loan Monitoring and Compliance:** Define the DSCA Credit Program's loan monitoring and compliance criteria.
- **Loan Parameters, Covenants, and Remedies for Default:** Define the criteria associated with loan parameters, covenants, and default remedies. These criteria will inform modeling and analysis assumptions.
- **Disbursement and Repayment:** Define the process of distribution and repayment of funds for the DSCA Credit Program. The disbursement and repayment process will inform the creation of financial and legal instruments.

5.6 **TASK 3: Loan Subsidy Modeling:** Pursuant to OMB Circular A-11, all federal lending programs must estimate the cost of each cohort of loans. The DSCA requires contractor support in providing a Credit Subsidy Model that produces nominal cash flows that are compliant with OMB's Credit Subsidy Calculator (CSC), OMB Circulars, and any relevant Federal laws and regulations, as described below:

The Credit Subsidy Model will produce compliant cash flows for loan obligations and budget formulation subsidy estimation. The Credit Subsidy Model will be able to produce cash flows that incorporate probabilistic defaults and recoveries in the event of a default that conforms to generally accepted practices by OMB.

- Defaults may be estimated using a readily available and appropriate credit rating agency or State Department default data.
- Various loan amortization options may be estimated, including the ability to model borrower-paid fees and a variety of different principal repayment structures (e.g., flat principal, mortgage style, sculpted repayment, etc.)

5.7 **TASK 4: Comprehensive Support with DSCA Loans ERP System Implementation and Support:** The contractor shall support the implementation and customization of the DSCA Loans ERP solution to improve the management of FMS direct loans and guarantees.

5.7.1 **Engagement and Documentation:** The contractor shall engage with key stakeholders to capture, and document detailed functional and compliance requirements for the DSCA Loans ERP solution.

5.7.2 **ERP Configuration and Customization support:** The contractor shall facilitate the capture of business requirements for ERP configuration. The contractor shall support functional system design sessions based on

documented requirements. The contractor shall support in testing to ensure the ERP system supports the full lifecycle of FMS direct loans and guarantees, focusing on origination, servicing, and risk management.

5.7.3 Compliance and Policy Integration in DSCA Loans ERP solution: The contractor shall support with integrating necessary compliance checks and policy guidelines into the ERP workflows, ensuring all transactions comply with legal and regulatory standards.

5.7.4 System Testing and Validation: The contractor is responsible for conducting comprehensive testing, including unit, integration, and user acceptance testing (UAT), to ensure the ERP system meets all requirements and is free from defects before deployment.

5.7.5 Deployment and Post-Implementation Support: The contractor shall assist in the deployment of the DSCA Loans ERP system into the production environment. The contractor shall provide post-implementation support during the go-live phase to address operational issues.

PART 6
APPLICABLE PUBLICATIONS

6. Applicable Publications (Current Editions):

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures:

- <https://www.whs.mil/COVID-19>
- https://comptroller.defense.gov/Portals/45/documents/fmr/current/10/10_12.pdf
- <https://www.ecfr.gov/current/title-5/chapter-XVI/subchapter-B/part-2635/subpart-H/section-2635.807>
- <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-73/subpart-G/section-73.735-701>
- <https://www.acquisition.gov/far/part-35>

6.2 Office of Management and Budget (OMB) Circulars

- A-11 (<https://www.whitehouse.gov/wp-content/uploads/2018/06/a11.pdf>)
- A-129 (<https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-019.pdf>),
- Federal Credit Reform Act of 1990 (<https://www.fiscal.treasury.gov/files/ussgl/fcra.pdf>),
- Chief Financial Officers Act of 1990 (<https://www.congress.gov/101/statute/STATUTE-104/STATUTE-104-Pg2838.pdf>),
- Federal Information Security Management Act (<https://www.congress.gov/113/plaws/publ283/PLAW-113publ283.pdf>)
- Federal Financial Management Improvement Act (<https://www.congress.gov/104/bills/hr4319/BILLS-104hr4319ih.pdf>).