

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 91	
2. CONTRACT NO. GS00Q14OADU210		3. AWARD/EFFECTIVE DATE 30-Sep-2024		4. ORDER NUMBER HQ003424F0414		5. SOLICITATION NUMBER HQ003424R0168	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b)(6)		b. TELEPHONE NUMBER (No Collect Calls) (b)(6)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY WHS - ACQUISITION DIRECTORATE 4800 MARK CENTER DRIVE, SUITE 09F09 ALEXANDRIA VA 22350-0002 TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541219 SIZE STANDARD: \$25,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO OUSD COMPTROLLER (b)(6) 1100 DEFENSE PENTAGON RM 2E314 WASHINGTON DC 20301-1100		CODE H91317		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR KEARNEY & COMPANY, P.C. (b)(6) 1701 DUKE ST STE 500 ALEXANDRIA VA 22314-3492 TELEPHONE NO. (b)(6)		CODE 1SJ14		FACILITY CODE		18a. PAYMENT WILL BE MADE BY WHS FINANCIAL MANAGEMENT DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT
		SEE SCHEDULE					
							23. UNIT PRICE
							24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$8,042,757.13	
<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 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 type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
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) Rashida D Webb / Contract Officer TEL: (b)(6) EMAIL: (b)(6)		31c. DATE SIGNED 28-Sep-2024	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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
 RECEIVED INSPECTED 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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	
	41c. DATE	
42b. RECEIVED AT (<i>Location</i>)		
42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

GSA CLAUSES

All applicable clauses and provisions contained in the GSA Government-wide multiple award Indefinite Quantity (MA-IDIQ) task order contract for One Acquisition Solution for Integrated Services (OASIS) Unrestricted Contract Pool 2, are hereby incorporated by reference into this solicitation and will flow down and be incorporated by reference into the resultant contract.

CLAUSES INCORPORATED BY REFERENCE

52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	JAN 2023
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.244-7000	Subcontracts for Commercial Products or Commercial Services	NOV 2023

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	AIP Support Services LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE
	The contractor shall provide Analytics, Integration, and Presentation Support Services in accordance with the Performance Work Statement (PWS) sections 5.1, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.				
	LABOR SCHEDULE				
	(b)(4)				
	FOB: Destination R703				
				TOT ESTIMATED PRICE CEILING PRICE	(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funds only for CLIN 0001 LH				
	TOT ESTIMATED PRICE CEILING PRICE				
	ACRN AA CIN: HQ064241144370001				
					(b)(4)
					(b)(4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

Contract Program Management Services
LH

The contractor shall provide Contract Program Management Services in accordance with the Performance Work Statement (PWS) sections 5.2, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE

(b)(4)

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000201
Funds only for CLIN 0002
LH

TOT ESTIMATED PRICE
CEILING PRICE

ACRN AA
CIN: HQ064241144370001

(b)(4)
(b)(4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CIP Support Services LH The contractor shall provide Contingency and International Program (CIP) Support Services in accordance with the Performance Work Statement (PWS) sections 5.3, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply. LABOR SCHEDULE (b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE
	FOB: Destination R703			TOT ESTIMATED PRICE CEILING PRICE	(b)(4) NTE

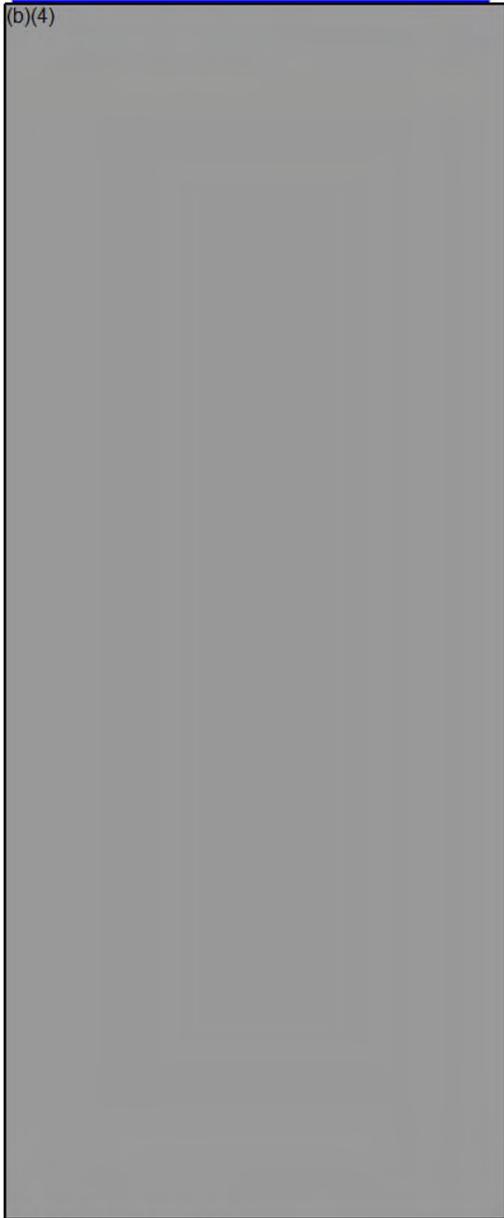
ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	Funds only for CLIN 0003 LH			TOT ESTIMATED PRICE CEILING PRICE	(b)(4)
	ACRN AA CIN: HQ064241144370001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Special Projects (Optional) LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Special Projects Support in accordance with the Performance Work Statement (PWS) sections 5.4 attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE

(b)(4)



FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Funds only for CLIN 0004 LH This sub-CLIN provides PPBE funds for Special Projects (b)(4)				
				TOT ESTIMATED PRICE CEILING PRICE	(b)(4)
	ACRN AA CIN: HQ064241144370001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
000402	Funds only for CLIN 0004 LH This sub-CLIN provides Israel funds for Special Projects (b)(4) PURCHASE REQUEST NUMBER: HQ06424116975				
				TOT ESTIMATED PRICE CEILING PRICE	(b)(4)
	ACRN AB CIN: HQ064241169750001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
000403	Funds only for CLIN 0004 LH This sub-CLIN provides Ukraine funds for Special Projects (b)(4) PURCHASE REQUEST NUMBER: HQ06424118052				
				TOT ESTIMATED PRICE CEILING PRICE	(b)(4)
	ACRN AC				(b)(4)

CIN: HQ064241180520001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

Travel
T&M

Travel shall be performed in accordance with the Performance Work Statement. All travel shall be approved in advance by the COR, prior to purchase of any tickets and commencement of travel. The contractor will be reimbursed for actual (approved) allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with FAR 31.205-46, "Travel Cost." The total Travel on this CLIN shall not exceed (b)(4) G&A and Overhead costs are not authorized

LABOR SCHEDULE

(b)(4)

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501					

Funds only for CLIN 0005
T&M

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4)

ACRN AA
CIN: HQ064241144370001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	OASIS Program Contract Access Fee FFP Fee of 0.1% for the base period in accordance with the Memorandum of Understanding between the OASIS Program and the WHS-AD	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	FOB: Destination R703				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601	Funds only for CLIN 0006 FFP				(b)(4)

NET AMT

(b)(4)

ACRN AA
CIN: HQ064241144370001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	AIP Support Services LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Analytics, Integration, and Presentation Support Services in accordance with the Performance Work Statement (PWS) sections 5.1, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE

(b)(4)

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Contract Program Management Services LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Contract Program Management Services in accordance with the Performance Work Statement (PWS) sections 5.2, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE

(b)(4)

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	CIP Support Services LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Contingency and International Program (CIP) Support Services in accordance with the Performance Work Statement (PWS) sections 5.3, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE

(b)(4)

FOB: Destination
R703

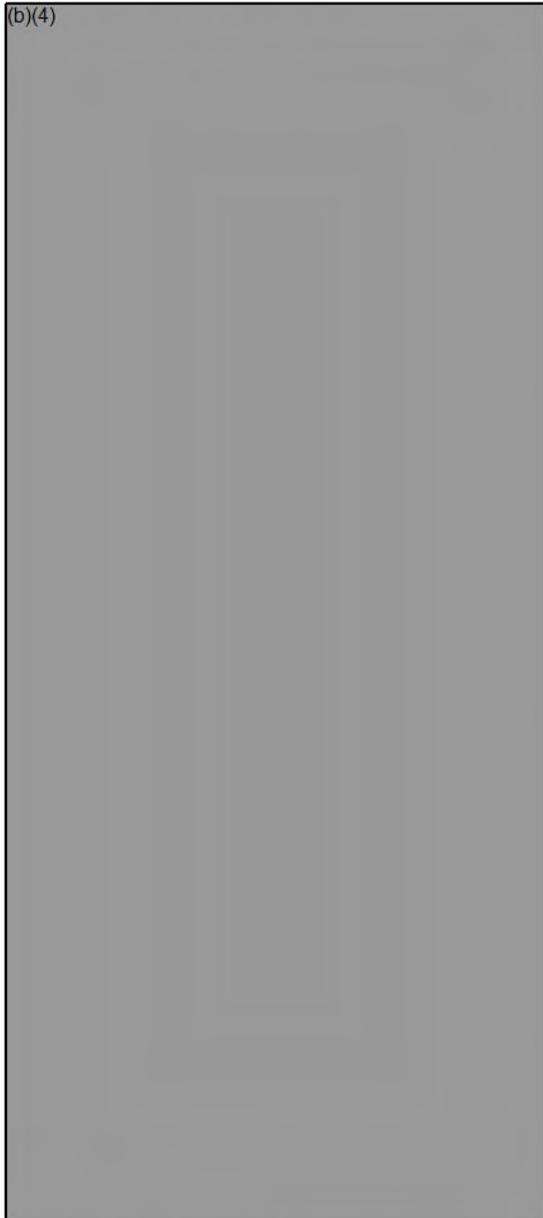
TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Special Projects (Optional) LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Special Projects Support in accordance with the Performance Work Statement (PWS) sections 5.4 attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE



FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Travel T&M	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

Travel shall be performed in accordance with the Performance Work Statement. All travel shall be approved in advance by the COR, prior to purchase of any tickets and commencement of travel. The contractor will be reimbursed for actual (approved) allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with FAR 31.205-46, "Travel Cost." The total Travel on this CLIN shall not exceed (b)(4) G&A and Overhead costs are not authorized

LABOR SCHEDULE

Category: Travel
Rate Title: Travel
Rate: 10000.00
Sub-Category: Travel

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	OASIS Program Contract Access Fee FFP	(b)(4)	(b)(4)	(b)(4)	(b)(4)

Fee of 0.1% for the base period in accordance with the Memorandum of Understanding between the OASIS Program and the WHS-AD

FOB: Destination
R703

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	AIP Support Services LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Analytics, Integration, and Presentation Support Services in accordance with the Performance Work Statement (PWS) sections 5.1, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE

(b)(4)

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

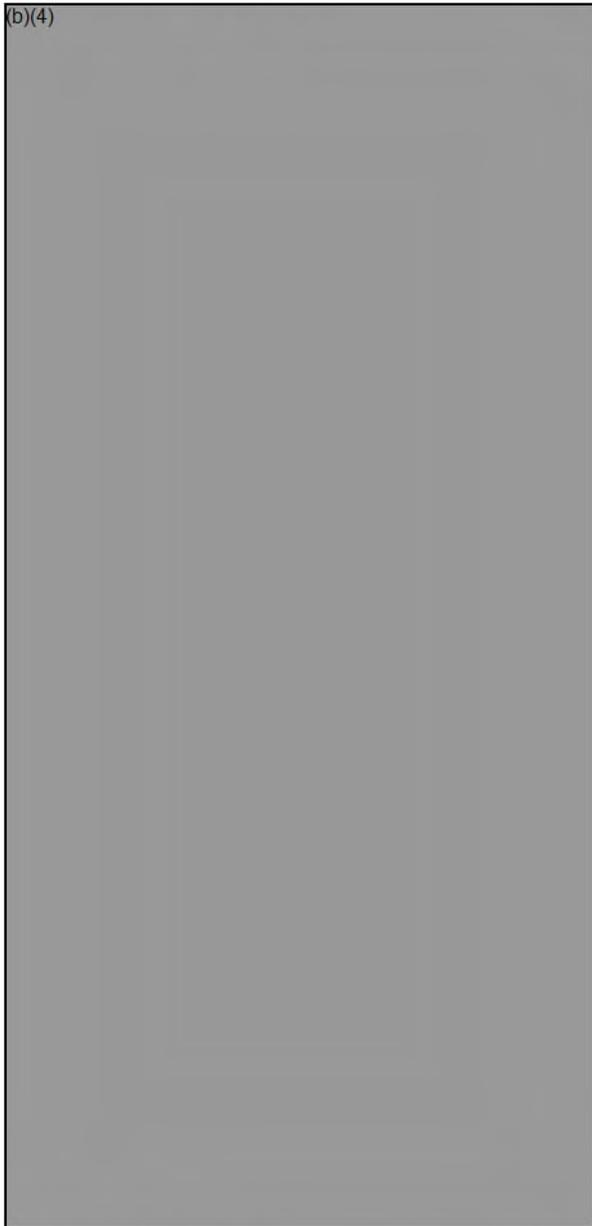
ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Contract Program Management Services LH The contractor shall provide Contract Program Management Services in accordance with the Performance Work Statement (PWS) sections 5.2, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply. LABOR SCHEDULE (b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE
	FOB: Destination R703			TOT ESTIMATED PRICE CEILING PRICE	(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	CIP Support Services LH The contractor shall provide Contingency and International Program (CIP) Support Services in accordance with the Performance Work Statement (PWS) sections 5.3, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply. LABOR SCHEDULE (b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE
	FOB: Destination R703			TOT ESTIMATED PRICE CEILING PRICE	(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Special Projects (Optional) LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Special Projects Support in accordance with the Performance Work Statement (PWS) sections 5.4 attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE



FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Travel T&M	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

Travel shall be performed in accordance with the Performance Work Statement. All travel shall be approved in advance by the COR, prior to purchase of any tickets and commencement of travel. The contractor will be reimbursed for actual (approved) allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with FAR 31.205-46, "Travel Cost." The total Travel on this CLIN shall not exceed \$10,000.00, G&A and Overhead costs are not authorized

LABOR SCHEDULE

Category: Travel
Rate Title: Travel
Rate: 10000.00
Sub-Category: Travel

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	OASIS Program Contract Access Fee FFP	(b)(4)	(b)(4)	(b)(4)	(b)(4)

Fee of 0.1% for the base period in accordance with the Memorandum of Understanding between the OASIS Program and the WHS-AD

FOB: Destination
R703

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	AIP Support Services LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Analytics, Integration, and Presentation Support Services in accordance with the Performance Work Statement (PWS) sections 5.1, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE

(b)(4)

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Contract Program Management Services LH The contractor shall provide Contract Program Management Services in accordance with the Performance Work Statement (PWS) sections 5.2, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply. LABOR SCHEDULE (b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE
	FOB: Destination R703			TOT ESTIMATED PRICE CEILING PRICE	(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	CIP Support Services LH The contractor shall provide Contingency and International Program (CIP) Support Services in accordance with the Performance Work Statement (PWS) sections 5.3, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply. LABOR SCHEDULE Category: Labor Hour Support Rate Title: Management Consultant MC-IV Rate: (b)(4) FOB: Destination R703	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE
				TOT ESTIMATED PRICE CEILING PRICE	(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	Special Projects (Optional) LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Special Projects Support in accordance with the Performance Work Statement (PWS) sections 5.4 attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE

(b)(4)

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	Travel T&M	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

Travel shall be performed in accordance with the Performance Work Statement. All travel shall be approved in advance by the COR, prior to purchase of any tickets and commencement of travel. The contractor will be reimbursed for actual (approved) allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with FAR 31.205-46, "Travel Cost." The total Travel on this CLIN shall not exceed (b)(4) G&A and Overhead costs are not authorized

LABOR SCHEDULE

Category: Travel
Rate Title: Travel
Rate: 10000.00
Sub-Category: Travel

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	OASIS Program Contract Access Fee FFP	(b)(4)	(b)(4)	(b)(4)	(b)(4)

Fee of 0.1% for the base period in accordance with the Memorandum of Understanding between the OASIS Program and the WHS-AD

FOB: Destination
R703

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	AIP Support Services LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Analytics, Integration, and Presentation Support Services in accordance with the Performance Work Statement (PWS) sections 5.1, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE

(b)(4)

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Contract Program Management Services LH The contractor shall provide Contract Program Management Services in accordance with the Performance Work Statement (PWS) sections 5.2, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply. LABOR SCHEDULE (b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE
	FOB: Destination R703			TOT ESTIMATED PRICE CEILING PRICE	(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	CIP Support Services LH The contractor shall provide Contingency and International Program (CIP) Support Services in accordance with the Performance Work Statement (PWS) sections 5.3, attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply. LABOR SCHEDULE (b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE
	FOB: Destination R703			TOT ESTIMATED PRICE CEILING PRICE	(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	Special Projects (Optional) LH	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

The contractor shall provide Special Projects Support in accordance with the Performance Work Statement (PWS) sections 5.4 attached documents, and all other requirements listed in this document. The OASIS standardized labor categories mapped to a single standardized labor categories (SOC) or mapped to multiple SOC Numbers and functional descriptions does not apply.

LABOR SCHEDULE

(b)(4)

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	Travel T&M	(b)(4)	(b)(4)	(b)(4)	(b)(4) NTE

Travel shall be performed in accordance with the Performance Work Statement. All travel shall be approved in advance by the COR, prior to purchase of any tickets and commencement of travel. The contractor will be reimbursed for actual (approved) allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with FAR 31.205-46, "Travel Cost." The total Travel on this CLIN shall not exceed (b)(4) G&A and Overhead costs are not authorized

LABOR SCHEDULE

Category: Travel
Rate Title: Travel
Rate: 10000.00
Sub-Category: Travel

FOB: Destination
R703

TOT ESTIMATED PRICE
CEILING PRICE

(b)(4) NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	OASIS Program Contract Access Fee FFP	(b)(4)	(b)(4)	(b)(4)	(b)(4)

Fee of 0.1% for the base period in accordance with the Memorandum of Understanding between the OASIS Program and the WHS-AD

FOB: Destination
R703

NET AMT

(b)(4)

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0005				(b)(4)
1005				
2005				
3005				
4005				

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
000101		\$		\$
0002		\$		\$
000201		\$		\$
0003		\$		\$
000301		\$		\$
0004		\$		\$
000401		\$		\$
000402		\$		\$
000403		\$		\$

0005	\$	\$
000501	\$	\$
0006	\$	\$
000601	\$	\$
1001	\$	\$
1002	\$	\$
1003	\$	\$
1004	\$	\$
1005	\$	\$
1006	\$	\$
2001	\$	\$
2002	\$	\$
2003	\$	\$
2004	\$	\$
2005	\$	\$
2006	\$	\$
3001	\$	\$
3002	\$	\$
3003	\$	\$
3004	\$	\$
3005	\$	\$
3006	\$	\$
4001	\$	\$
4002	\$	\$
4003	\$	\$
4004	\$	\$
4005	\$	\$

4006

\$

\$

CLAUSES INCORPORATED BY REFERENCE

252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION 2024-O0002) (JAN 2024)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217–8, Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code ___ assigned to contract number ___ .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it ___ is, ___ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it ___ is, ___ is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it ___ is, ___ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ___ .]

(9) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that—

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation. [Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS)
Program and Budget (PB) Analytics and Multi-Media Presentation Development
Office of the Under Secretary of Defense (Comptroller) (OUSD(C))
September 27, 2024

1. **General:** This is a non-personal services contract to provide Program and Budget (PB) Analytics and Multi-Media Presentation Development support services to the Office of the Under Secretary of Defense (Comptroller) (OUSD(C)). 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, tools, materials, supervision, and other items and non-personal services necessary to perform Program and Budget (PB) Analytics and Multi-Media Presentation Development support services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.
- 1.1.1. Non-Personal Services: The services and performance required under this task order are determined to be non-inherently governmental. The contractor shall not perform or give the appearance of performing inherently governmental functions as described in Federal Acquisition Regulation (FAR) Part 2 and Subpart 7.5, and all DoD policy. The government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. The contractor shall manage its employees and guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, the contractor shall notify the Contracting Officer or Contracting Officer Representative (COR) immediately.
- 1.2. Background and Introduction: The Office of the Under Secretary of Defense (Comptroller) (OUSD(C)) plays a pivotal role in guarding and guiding the proper stewardship of taxpayer dollars to support the Department of Defense (DoD) mission and is a key participant in overall Defense business process management. The OUSD(C), Program and Budget organization is responsible for managing the review formulation, presentation, and execution of the budget for the DoD and in doing so, works to achieve the utmost economy and efficiency in the operations of the Department through sound business judgment and effective fiscal planning and control. The OUSD(C) is a service-oriented organization whose success depends on effective data analysis, communication and interaction with the DoD, federal government, and Congress. Reliable, timely, efficient, and effective executive-level analysis and engagement services are critical to mission success.
- 1.3. Objectives: The objective of this task order is to obtain broad-based Department of Defense and other Federal Government subject matter expertise to analyze, integrate and develop multi-media presentations from Department of Defense (DoD) program and budget information to support the OUSD(C) budget preparation and execution mission. The services objective is for the contractor to provide high-quality subject matter experts who can take raw technical data to integrate, compile, and display in a meaningful format that will assist OUSD(C) with high level presentations.
- 1.4. Scope: The general nature of the work is for the contractor to provide non-personal, executive-level, quality, analytical, integration and multi-media presentation services to assist the OUSD(C) in executing its budget formulation and execution mission in a timely and effective manner. The services are to support, not perform, inherently governmental services. The contractor shall provide on-site services for the performance of all requirements defined within this PWS. The contractor shall support the Deputy Comptroller, Program and Budget (PB) and subordinate Directorates of Investment, Military Personnel and Construction, Operations, and Program and Financial Control.

- 1.5. Period of Performance: The period of performance shall be Base Year of 11 months and four (4) 12-months option years. The contract will contain FAR Clauses 52.217-8, Option to Extend Services, and 52.217-9, Option to Extend the Term of the Contract.

The Period of Performance reads as follows:

Base Year	11 months
Option Year I:	12 months
Option Year II:	12 months
Option Year III:	12 months
Option Year IV:	12 months

1.6. General Information

- 1.6.1. Quality Control Plan: The contractor shall prepare and adhere to a Quality Control Plan (QCP) (Deliverable #1). The QCP shall document how the contractor will meet and comply with the quality standards specified in this PWS to include security controls. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan and an outline of the procedures that the contractor will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements in this PWS. The contractor shall deliver the QCP to the contracting officer within 30 calendar days after contract award. The QCP shall be submitted to the contracting officer within five (5) working days when changes are made thereafter. After acceptance of the QCP, the contractor shall receive the contracting officer's acceptance in writing of any proposed changes to its program.
- 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).
- 1.6.3. Recognized Holidays: The Contractor is generally not required to perform services on the following Federal holidays:
- 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.

If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday. In addition to the days designated as holidays, the Government observes the following days:

- *Any other day designated by Federal Statute*
- *Any other day designated by Executive Order*
- *Presidential Inauguration Day*
- *Any other day designated by the President's Proclamation*

- 1.6.4. Hours of Operation: Contractor support shall be flexible in providing services to support OUSD(C) mission requirements. Normal Working Hours (NWH) are between 0730-1800, Monday through Friday with 0830-

1700 being the most common work hours for the OUSD(C) staff. During the budget season, contractor support may be required during evenings, weekends, and holidays. Core hours of work are from 0830 – 1700 daily. All contractor employees are expected to perform work during core hours.

- 1.6.5. Telework: The Government may authorize contractor employees to telework on an ad hoc basis when it is in the best interests of the Government. For telework to be authorized, the contractor must have an established telework program for its employees that is subject to review by the Government. To the extent possible, the contractor's telework program should align with Department of Defense Instruction (DoDI) 1035.1, Telework Policy. Contractor personnel may be required to report on onsite to a Government facility to perform services at any time as required by the KO or COR.

The contractor shall initiate and maintain telework agreements with all contractor employees who are subject to telework. Telework will be at no additional cost to the Government.

- 1.6.6. Place of Performance: The place of performance is on-site at OUSD(C) offices at the Pentagon and the Mark Center. 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 must coordinate with the Contractor to determine whether they will be granted paid time off, required to use leave or sick leave, or can perform their duties remotely (e.g., telework) from their home or alternate location. This decision is at the discretion of the Contractor's program manager and on-site manager, and in coordination with the KO and/or COR, to the extent that the overall performance is not adversely impacted. The Contractor shall 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

- 1.6.7. Type of Contract: The government will award a hybrid contract award with Firm-Fixed Price and Labor-Hour Contract Line Item Numbers (CLINS) for services and T&M CLINs for travel.

- 1.6.8. Business Relations: An integral part of successful performance under this contract is not only the production of quality products but also the responsiveness of contractor personnel in the day-to-day or daily output of work products. While the end product or deliverable is vital to successful performance, day-to-day or daily performance also includes client interaction, continual performance and process improvement, and responsiveness. The contractor shall proactively perform assigned tasks and interact with all stakeholders in a professional manner.

The contractor shall integrate and coordinate all activity to execute the specified requirements. The contractor shall manage the timeliness, completeness, and quality of the contract deliverables. The contractor shall provide effective management of all contracted personnel (including subcontractors), timely identification of issues and corrective action plans. The contractor shall seek to ensure customer satisfaction and the professional and ethical behavior of all contractor personnel.

- 1.6.9. Contract Management: The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to this requirement. The contractor must maintain continuity between the support operations at the Pentagon and the contractor's corporate offices. The contractor shall establish processes and assign resources to effectively administer this contract. The contractor shall respond to government requests for contractual actions promptly. The contractor shall have a single point of contact between the government and contracted personnel assigned to support this contract. The contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on this requirement.

- 1.6.10. Security Requirements: The contractor shall comply with DoD security directives and regulations. Overarching security requirements and Contractor access to classified material are specified in the Department of Defense (DD) Form 254. PWS tasks are performed at collateral-level, open-storage OUSD(C) facilities. All contracted employees must be United States citizens and obtain a Secret security clearance upon quote submission and must maintain a Secret security clearance to continue working on this contract.

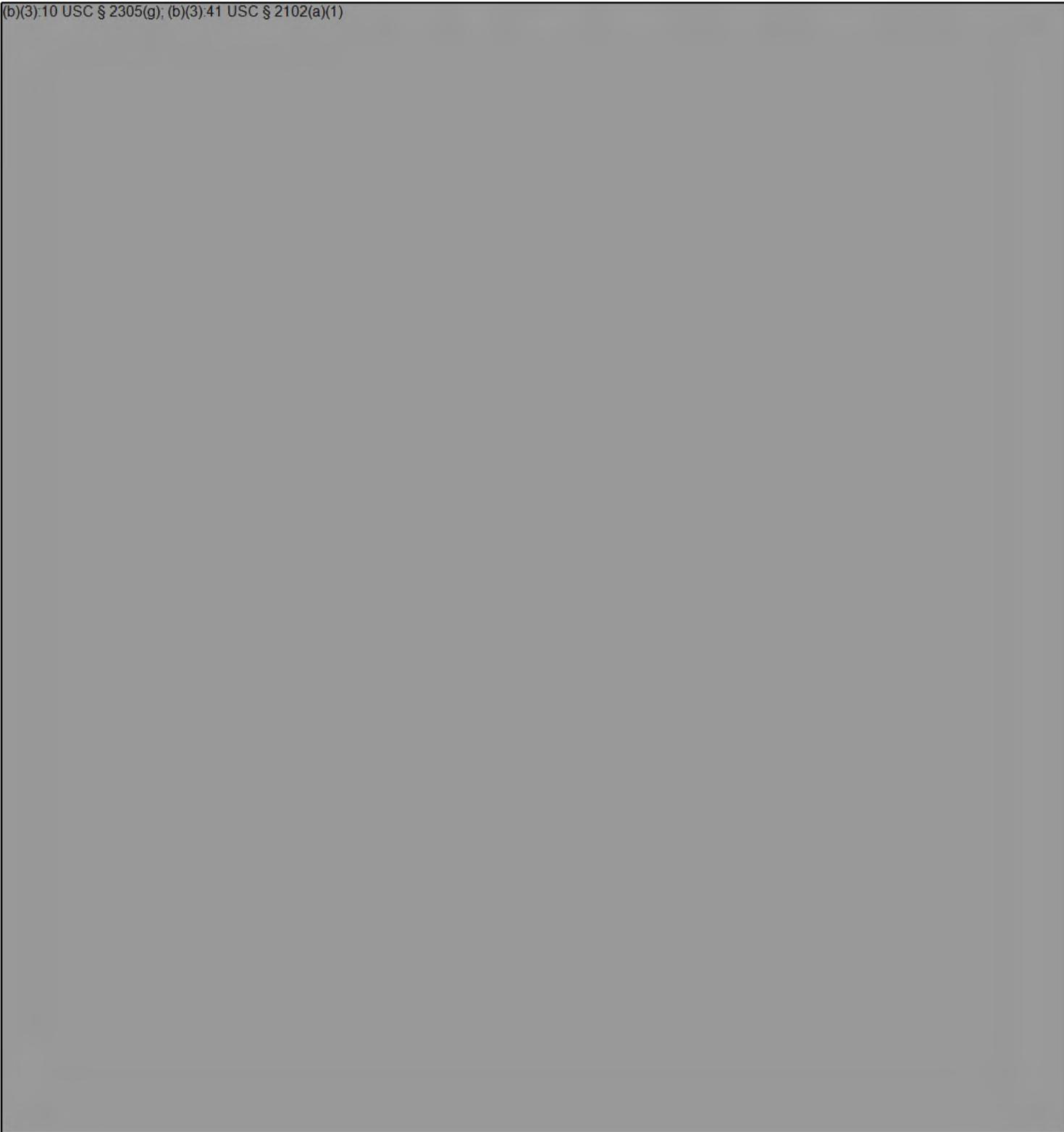
The contractor shall establish and implement methods of making sure all Common Access Card (CACs), keys and similar items issued by the government to employees performing work on this contract are not lost or misplaced and are not used by unauthorized persons. No items issued to the contractor by the government shall be duplicated. The contractor shall develop procedures covering item control that shall be included in the QCP. Such procedures shall include turn-in of any issued items by personnel who no longer require access to secure areas.

Contractor personally-owned workstations, laptop computers, software, printers or any wireless-enabled devices are prohibited from OUSD(C) classified areas. Contractor personally-owned equipment is prohibited from connecting to the OUSD(C) Network.

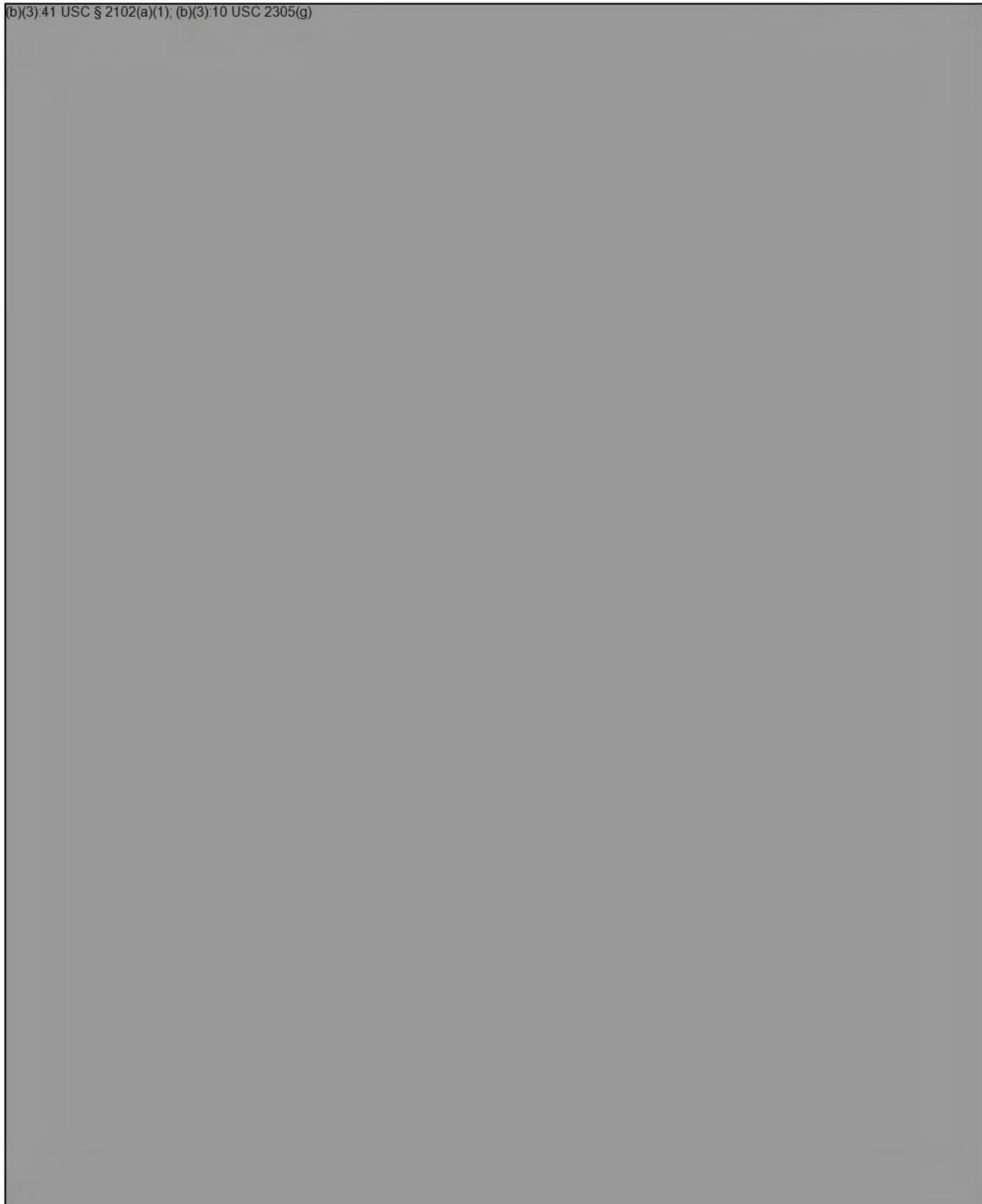
- 1.6.10.1. Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.
- 1.6.10.2. Non-Disclosure Agreement (NDA) (Deliverable #2): All contractor employees who perform on this contract are subject to organizational conflict of interest restrictions and shall sign the Certification of Non-Disclosure Agreement (NDA) and Conflict of Interest (COI) Agreement. This requirement extends to all subcontractors and teaming arrangements. The contractor shall provide signed copies of these NDA and COIs to the Contracting Officer and Contracting Officer Representative within five (5) business days of contract award and/or within one business day of new personnel beginning work on contract.
- 1.6.11. Common Access Card: This contract requires personnel to obtain the Government issued CAC in order to provide identification for access Government computer systems and physical access to facilities. Personnel must meet and maintain investigative and adjudicative requirements specified in DoDI 5200.46, and immediately report to the CO any issues affecting CAC eligibility. Government issued credentials are the property of the United States Government and must be returned when no longer required for performance on this contract. CACs will not be used to access information systems, facilities, or installations that are outside the performance requirements of this contract. CACs will be used only by the individual to whom it was issued and will not be used for or by any other person. The Contractor will immediately notify the CO if a CAC is lost, stolen, or otherwise missing. All personnel shall maintain the level of security clearance required throughout the life of the contract. The Government will **not** sponsor companies for any security requirements.
- 1.6.12. Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5 "*Post-Award Orientation*" 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.
- 1.6.13. Contracting Officer Representative (COR): "Refer to Solicitation/Contract award Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.201-7000 "Contracting Officer's Representative."
- 1.6.14. Key Personnel: The four positions listed below are considered key personnel positions by the Government (Two Management Consultant MC-IV (PWS task 5.1) and Two Management Consultant MC-IV; the Program Manager (PWS task 5.2) is a part-time task that is expected to be performed by a Management Consultant MC-IV labor category). The contractor shall not replace or substitute key personnel without the contracting officer's approval, unless illness, death, or termination of employment necessitates the substitution. The contractor shall notify the contracting officer in writing immediately after the occurrence of any of the aforementioned events and provide written justification for replacement, including the name, résumé, and qualifications of the proposed substitute.

The contractor shall explain the circumstances necessitating the proposed substitution and any additional information requested by the contracting officer or COR. All proposed substitutes shall possess qualifications that are equal to or exceed the minimum requirements of the PWS. The contracting officer or COR will notify the contractor within 3 business days after receipt of all required information of the decision on the proposed substitution.

(b)(3):10 USC § 2305(g); (b)(3):41 USC § 2102(a)(1)



(b)(3);41 USC § 2102(a)(1); (b)(3);10 USC 2305(g)



(b)(3):41 USC § 2102(a)(1); (b)(3):10 USC 2305(g)



- 1.6.15. Non-Key Personnel: The contractor shall provide fully qualified and trained personnel for non-key positions under this contract in accordance with labor category definitions (see technical exhibit 5).
- 1.6.16. Identification of Contractor Employees: All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. Contractor personnel must also ensure that all documents or reports produced by contractors are suitably marked as contractor-produced products or that contractor participation is appropriately disclosed. All contractor personnel shall identify themselves as contractor support personnel in all forms of communication.
- 1.6.17. Contractor Travel: Travel outside the National Capital Region (NCR) (outside a 50 miles radius) may be required in the performance of this contract. All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved in writing by the COR and performed in accordance with FAR 31.205-46. The contractor shall submit a travel estimate to and obtain written approval from the COR before incurring any reimbursable travel expenses. Reimbursement of approved travel expenses shall be in accordance with FAR 31.205-46.
- The government will not reimburse the contractor for any travel within 50 miles of the NCR. Travel performed for personal convenience and daily travel to and from home and the contractor's facility (or Government workspace, if applicable) will not be reimbursed. The Government will not reimburse any parking expenses and other daily commuting costs such as fares for Metro/VRE rails, bus, or tolls.
- 1.6.18. Other Direct Costs (If applicable): N/A
- 1.6.19. Data Rights: Refer to FAR Clause 52.227-14 "Rights in Data-General" and DFARS 252.227- 7015 "Technical Data – Commercial Products and Commercial Services." The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which is not considered public information. Each Contractor or employee of the Contractor to who information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for purposes and to the extent authorized herein. The Contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the Government has

conducted the appropriate security review and granted written approval (e.g., posting information to a public website).

- 1.6.20. Organizational Conflict of Interest: Organizational Conflict of Interest/ Personal 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 Interest (OCI) as defined in FAR Subpart 9.5 as well as personal conflicts of interest. Using the Contractor OCI/ PCOI Disclosure Form, the Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential conflict and shall promptly submit the conflict of interest disclosure form to the contracting officer to avoid or mitigate any such conflict.

The contractor's mitigation plan will be reviewed and accepted/rejected solely at the discretion of the government, and in the event the government unilaterally determines that any such conflict 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 conflict.

In addition, contractors shall conduct internal reviews as necessary to identify financial interests and determine if any personal conflicts of interest exist or may arise. The contractor shall ensure that the organization has analyzed each financial disclosure to determine whether actual or potential conflicts exist. Information should be gathered and analyzed for all governing body members (e.g., board of directors, trustees, etc.) and principals of the organization as defined by FAR 52.203-13 and for each manager and key personnel who would be, or are involved with the performance of the contract. All contractor and subcontractor employees supporting this contract shall sign the WHS AD non-disclosure agreement.

1.6.21. Phase in Plan Kick-Off (deliverable #5): N/A

- 1.6.22. Phase out Plan (deliverable #6): The contractor shall provide the phase-out plan to the contracting officer or COR not later than 60 calendar days prior to expiration of this contract. The phase-out plan (provided in the proposal, shall include, but is not limited to, the items listed below). The contracting officer or COR will notify the contractor within 5 business days after receipt of a complete phase-out plan of the acceptability of the proposed phase-out plan.

During the phase out period, the incumbent contractor shall work with government personnel and the incoming contractor to transfer knowledge, information, and documentation for all projects and tasks related to this contract. The information and documentation to be transferred includes but is not limited to:

- Current and on-going work products (all correspondence related to contract performance, including emails, briefings, papers, reports, presentation material, etc.,)
- Point of Contact information required for day-to-day business purposes
- Comprehensive historical summaries of each portfolio
- Comprehensive current state-of-play summaries for each portfolio
- White papers outlining suggested next steps for all portfolios

Note: All automated data files in the possession of the contractor are the property of the government and shall be turned over to the contracting officer or COR at the completion or termination of the contract. And all records related to the execution of the contract shall be returned to the government as electronic copies that are readable and accessible by the government.

- 1.6.23. Transition: During transitions, the contractor shall refer to sections 1.6.21 and 1.6.22. They shall keep the government informed of status throughout the transition periods. Throughout the phase-out periods, attention must be given to minimize interruptions or delays to work in progress that would affect the OUSD(C) mission.

The contractor must plan for transferring work control, delineating the method for processing and assigning tasks during the phase-out periods.

- 1.6.24. Subcontract Management: The contractor shall be responsible for any subcontract management to seamlessly integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.
- 1.6.25. Training: The contractor shall ensure that all of its employees are properly trained and are fully qualified and experienced to perform assigned tasks under this PWS. The contractor shall provide training for its personnel at its own expense to ensure that contractor personnel are proficient on the common suite of Microsoft Office used by the government (i.e., Outlook, Word, Excel, and PowerPoint) and IT programs for data analysis (Power BI and ADVANA) and multi-media (TEAMS) presentations. Contractor personnel must read and familiarize themselves with all OUSD(C) organizational mission statements and charters, organizational structures, operating instructions, Standard Operating Procedures (SOP), and policy.
- 1.6.26. Privacy Act and Personally Identifiable Information: Contractor personnel will have requirements to access Privacy Act and Personally Identifiable Information in performance of this contract and will have to comply with all Federal privacy rules and measures required to appropriately protect such information. Contractors must complete annual Government Privacy Act and Personally Identifiable Information training.
- 1.6.27. Information Technology Requirements: Contractor personnel shall have information technology skills for data analysis and multi-media presentations. The contractor will use standard OUSD(C) office management software applications that include, but are not limited to, Microsoft Office (Outlook, Word, Excel, and PowerPoint) and DoD Financial Management System applications.
- 1.6.28. Small Business Utilization: Contractors shall report on the progress of their small business utilization as implemented by their negotiated/accepted Subcontracting Plan. This will assist in the development of capabilities of small businesses and provide a maximum practicable opportunity to participate in efficient contract performance for small businesses.

Subcontracting Reporting: The contractor shall report their subcontracting reports in <http://www/esrs.gov>, in compliance with the terms and periods of FAR 52.219-9. It is the Government's expectation that the proposed goals in the subcontracting plan will be sought with good faith effort. If the Contractor fails to meet any goal within their plan, the Contractor shall include an explanation with its narrative for each cited, describing their otherwise acceptable faith efforts.

- 1.6.29. Documentation and Disclosures: Documents, data files, reports, correspondence, and all other documents and writings, with any charts, graphs, tables, illustrations, photographs, images, and other illustrative, explanatory, historical documents related thereto or independent thereof, regardless of the medium (or media) by which they were produced, preserved, stored, or created for purpose(s) of work performed under this PWS and contract, are property of the government and shall be delivered to the COR promptly, upon request.

The contractor agrees to assume responsibility for protecting the confidentiality of government records, which are not considered public information. The contractor shall maintain confidentiality of pre-decisional budget / execution data. All such work shall be performed and stored on Government-Furnished Equipment (GFE) and systems.

Each contractor or employee of the contractor to whom information may be provided or disclosed shall be notified in writing by the contractor that such information may be disclosed only for purposes and to the extent authorized.

The contractor shall not release any information related to this contract to government offices outside of the Deputy Comptroller, Program and Budget (PB) organization without written approval from an authorized PB functional representative.

The contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the government has conducted the appropriate security review and granted written approval (e.g. posting information to a public website).

For all corporate, supplier and subcontractors that have access to proprietary, restricted, competition sensitive, or any other restricted (e.g. non-foreign disclosure due to public law) data as a result of performance related to this contract, the contractor shall obtain and provide a signed NDA to the contracting officer at the time of contract award or prior to access being given.

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

- 2.1.1. **CONTRACTOR.** A supplier or vendor 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 into, 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 an end 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. **NATIONAL CAPITAL REGION.** Geographic area located within the boundaries of (A) the District of Columbia, (B) Montgomery and Prince Georges Counties in the State of Maryland, (C) Arlington, Fairfax, Loudoun, and Prince William Counties and the City of Alexandria in the Commonwealth of Virginia, and (D) all cities and other units of Government within the geographic areas of such District, Counties, and City.
- 2.1.13. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract is 8 hours. The Contractor employees may take one 30-minute lunch break each workday and are not required to perform services during a lunch break; a lunch break cannot be taken immediately upon arriving or before departing a work day. Rest periods and lunch breaks are not included in an 8-hour workday and not considered in the time in which a contractor employee is providing services. Contractor employees will work during designated core hours of 0830 – 1700 every work day.
- 2.1.14. **WORK WEEK.** Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
BCTF	Boards, Commissions, and Task Forces
CFR	Code of Federal Regulations
CAC	Common Access Card
CONUS	Continental United States (excludes Alaska and Hawaii)

COI	Conflict of Interest
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DD Form 254	Department of Defense Contract Security Classification Specification
DCSA	Defense Counterintelligence Security Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
DoDI	Department of Defense Instruction
EFD	Enterprise Funds Distribution
EM	Enterprise Management Directorate
FAR	Federal Acquisition Regulation
FTE	Full time equivalent working hours of a government worker
GFE	Government-Furnished Equipment
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
NCR	National Capital Region
NDA	Non-Disclosure Agreement.
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OUSD(C)	Office of the Under Secretary of Defense (Comptroller)
PTE	Part time equivalent working hours of a government worker
PCOI	Personal Conflict of Interest
PIPO	Phase in/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SDCS	Standard Data Collection System.
SOP	Standard Operating Procedures
TE	Technical Exhibit
WHS	Washington Headquarters Services

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:
 - 3.1. Services: The Government will assist in issuing CAC and building access. The Government will provide basic services to phones, desks, utilities, information technology, and general office supplies while working in Government facilities.
 - 3.2. Facilities: Basic facilities such as office workspace and associated operating requirements for a basic office workspace will be provided while working in Government facilities. Only Government furnished equipment is used to access the OUSD network in Government facilities.
 - 3.3. Utilities: The Contractor shall instruct employees on utilities conservation practices while working in Government facilities. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities.
 - 3.4. Equipment: The Government will provide basic services to phones, desks, utilities, information technology while working in Government facilities. Tele-workers will only use Government furnished equipment such as Government furnished laptops, accessories, and other devices to access the Department of Defense Information Network (DODIN).
 - 3.5. Government Furnished property: GFP Attachments (fillable electronic formats of "Requisitioned Government Furnished Property" and/or "Scheduled Government Furnished Property") will be used in accordance with DFARS PGI 245.103-72, via the Procurement Integrated Enterprise Environment, Government Furnished Property module. All GFP must be accounted for and returned to the Government at the end of the contract/when a Contractor employees leaves the contract, and during any life-cycle replacement.
 - 3.6. The government will provide training on any government-provided equipment, government network system processes, or government-directed training required for accessing and using government-provided equipment (e.g., Information Assurance, Privacy Act).
 - 3.7. All Government unique information and materials 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 and materials to be supplied by the Government.

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 Part 3 of this PWS.
 - 4.2. Secret Facility Security Level Clearance (FCL): 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 a SECRET security clearance from the Defense Industrial Security Clearance Office prior to being hired to work under this contract. The Government will not sponsor any contractor employee's security clearance. Security requirements are in accordance with the attached DD Form 254.

PART 5
SPECIFIC TASKS

5.0 PERFORMANCE REQUIREMENTS

5.1. Task 1: Analytics, Integration, and Presentation (AIP) Services

Under direction of the Deputy Comptroller (PB), or designee, the contractor shall use technology-driven processes to analyze raw technical data, integrate, compile and display meaningful results through multi-media presentations that support mission initiatives and provide for informed business decisions. The contractor shall:

5.1.1 Assists daily in developing processes and implementing solutions to meet OUSD(C) analytic and integration needs. Typical tasks include providing general and ad-hoc support for OUSD(C) briefings and presentations; designing, developing and providing ad-hoc reports for special Comptroller projects for internal OUSD(C) use as well as for external presentation to DoD, federal government or Congress. Presentation delivery will be dependent on communication plan and shall take the form of briefings, scripts, graphic displays, electronic media, and like services. As needed, the contractor shall assist the OUSD(C) with presentation skills and techniques.

5.1.2 Prepare, develop, consolidate, and assemble professional briefing books and graphic materials on a weekly basis to be used by the Secretary of Defense, Deputy Secretary of Defense, Under Secretary of Defense (Comptroller) and/or the OUSD(C) staff. Typical tasks include assisting in the preparation of President's Budget presentations and the Defense Budget Overview Book.

5.1.3 Conduct special analytic research and studies. Typical tasks include applying data analysis techniques linking budget programming to budget execution and accounting for actionable senior leader decisions and compliance with current legislative actions.

5.1.4 The contractor shall perform quality control on all actions prior to submission.

5.2. Task 2: Contract Program Management Services

The contractor shall designate one of the Management Consultant IV personnel to provide program management support to integrate, coordinate and manage all activity needed to provide the services required by the contract. The contractor shall:

5.2.1 Manage the timeliness, completeness, and quality of services.

5.2.2 Provide effective supervision and management of all contractor personnel (including subcontractors), timely identification of issues and effective corrective action plans. The contractor shall ensure professional and ethical behavior of all contracted personnel.

5.2.3 Deliver a Monthly Status Report (MSR) by the 7th workday of each month or If a non-workday the next business day. The purpose of the MSR is to assist the government with contract surveillance and to provide support for the monthly invoice. The MSR shall include, but is not limited to:

5.2.3.1 Provide a written summary of accomplishments and work in progress for the reporting period.

5.2.3.2 Monitor and ensure contractor employees complete work assignments and level of effort to successfully accomplish tasks and work in progress during the reporting period.

5.2.3.3 Identify any issues / challenges with completed or proposed courses of action.

5.2.4 The contractor shall attend meetings, as needed, to discuss contract performance and staffing with the contracting officer, COR and/or other government officials.

5.3 Task 3: Contingency and International Program (CIP) Service: The contractor shall provide Contingency and International Program Support for real world contingencies in support of Department of Defense senior leadership decision making and prioritization.

5.3.1 Compile, organize, document, interpret, and analyze relevant and large volumes of budget and financial data for contingency programs in partnership with internal and external stakeholders to create dashboards and summary reporting to support decision-making. Collect and integrate financial data and apply the appropriate analytic methods to develop reports and briefings.

5.3.2 Review financial data, monitor, reconcile, and report data against plans, forecasts, and budget targets to perform analysis and generate summary and detail reports and executive level information papers. Coordinate and staff draft products with stakeholders to produce consolidated, coordinated products.

5.3.3 Formulate and analyze financial data and reporting and provide an interpretation of data, tracking, monitoring, analysis, and presentation of financial data. Tailor presentations to the target audience.

5.3.4 Utilizing Planning, Programming, Budgeting, and Execution (PPBE) knowledge and experience – assist in the development of answers for DoD senior leadership’s budget and workload questions and problems to assist with the submission of budget materials (e.g., supplemental, etc., to the Office of Management and Budget and Congress).

5.3.5 Perform support and analysis activities to document financial requirements for contingency programs aligned to OUSD(C) and DoD strategic plans and initiatives, designing and testing the integration and accuracy of financial data integration into the DoD Advanced Analytics (Advana) tool. Coordinate with system managers to identify, recommend and review potential improvements to data collection and Advana system functionality.

5.3.6 Assist with the distribution and consolidation of requests for information (RFIs) from internal and external organizations. For example, an RFI could be a congressional inquiry initiated by Congress requiring the DoD to conduct an investigation into a particular area or person of interest. A RFI could also be a request from DoD senior leadership or another Federal Government agency requesting information or audit.

5.3.7 Perform Data collection/consolidation in support of the RFIs and assist in the preparation of responses.

5.4 Task 4 – SPECIAL PROJECTS:

The Program and Budget (PB) organization is responsible for managing the review, formulation, presentation, and execution of the budget for the Department of Defense. The PB organization has responsibility to:

1. Oversee the Planning, Programming, Budgeting and Execution (PPBE) process for Department of Defense
Manage a comprehensive, efficient budget formulation process that delivers timely and accurate budgets, which reflect the goals of the Administration and the Secretary of Defense
2. Provide analyses, products, and presentations to defend the Defense Department’s budget Support all budget-related activities needed for overseas contingency operations and other emergent operations such as those supporting overseas humanitarian efforts Review and monitor the execution of the Department’s enacted budget
3. Provide sound, accurate, and timely budget analysis and advice to the Department’s senior leadership
Develop policy guidance on budgetary matters

The contractor shall perform a wide variety of tasks and provide associated deliverables in support of the Program Budget Office for any requirement that is in scope of the contract. The duration and extent of the work required for these tasks is unknown at this time and cannot be estimated with any certainty.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

The Contractor must abide by all applicable laws, statutes, regulations, publications, manuals, and local policies and procedures, including all organizational mission statements and charters, organizational structures, operating instructions, SOP and policy.

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

- 7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary
- 7.2. Attachment 2/Technical Exhibit 2 – Deliverables Schedule
- 7.3 Attachment 3/Technical Exhibit 3 – Estimated Workload Data
- 7.4 Attachment 4/ Technical Exhibit 4- Certification of Non-Disclosure and OCI
- 7.5 Attachment 5/ Technical Exhibit 5- Labor Category Description

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The government shall evaluate the contractor’s performance under this contract in accordance with the Performance Requirements Summary. It defines the performance standards and the minimum Acceptable Quality Level (AQL) of service required for related PWS tasks, and the frequency and method of surveillance.

Incentives/Disincentives: Consistent positive performance will reflect on contract performance evaluation reports and the decision to exercise options. Failure to meet AQL(s) may cause the government to seek an equitable financial adjustment, may influence the decision to exercise options, and will be reflected as negative performance on contract performance evaluation reports.

Performance Objective	Performance Standard	Acceptable Quality Level	Method of Surveillance
<i>General requirements, PWS section 4</i>	Contractor protects government confidentiality	No deviation	Customer comments/report
<i>General requirements, PWS section 1.6.1</i>	QCP is provided within 30 calendar days after contract award and 5 business days of changes made	No deviation	COR review/100% inspection
<i>General requirements, PWS 4</i>	Contractor complies with security directives	No deviation	Customer comment/report
<i>Performance requirements, PWS section 5.1</i>	Contractor performs the tasks completely and on time	No more than 2 required re-work.	Customer comments/report, COR review
<i>Performance requirements, PWS section 5.2</i>	Contractor performs the tasks completely and on time	No more than 2 documented deficiencies or major errors per rolling three month period	Customer comments/report, COR review
<i>Performance requirements, PWS section 5.3</i>	Contractor performs the tasks completely and on time	No more than 2 documented deficiencies or major errors per rolling three month period	Customer comments/report, COR review
<i>Special requirements, PWS section 1.6.13</i>	Contractor makes no key personnel substitution without COR approval	No deviation	Customer comment/report
<i>Special requirements, PWS section 1.6.20</i>	Contractor conducts kick-off meeting within 7 working days of start of performance	No deviation	COR review/100% inspection
<i>Special requirements, PWS section 1.6.19</i>	Staffing is 100% on-boarded within 30 calendar days of start of performance	No deviation	COR review/100% inspection
<i>Special requirements, PWS section 1.6.20</i>	Contractor provides phase-out plan not later than 60 calendar days prior to end of contract	No deviation	COR review/100% inspection

Performance Objective	Performance Standard	Acceptable Quality Level	Method of Surveillance
<i>Special requirements, PWS section 1.6.20</i>	Contractor performs all phase-out plan tasks completely and on time	No deviation	Customer comments/report, COR review

TECHNICAL EXHIBIT 2**DELIVERABLES SCHEDULE**

Requirement deliverables shall be submitted to the contracting officer and COR within the time frames identified in the performance standards summary. All deliverables shall be submitted using Microsoft Office applications (i.e., Word, Excel and PowerPoint) or Adobe PDF format. Electronic submission shall be made via email. The contracting officer or the COR may reject or require correction of any deficiencies in the deliverables. In the event of a rejected deliverable, the contractor will be notified by the contracting officer or the COR of the specific reasons for the rejection.

The following table specifies the deliverables for this requirement:

Deliverable number	PWS Reference	Deliverable	Due	Format
1	PWS 1.6.1	Quality Control Plan	30 calendar days after contract award	Microsoft Word or Adobe
2	PWS 1.6.10.2	Non-Disclosure Agreement and Conflict of Interest (COI)	Within 5 business days of contract start date; and upon replacement of personnel	Microsoft Word or Adobe with original employee signature
3	PWS 1.6.12	Post Award Conference/Periodic Progress Meetings	Within 7 business days of contract start date	MS Teams (Virtual)
3	5.1, 5.3, 5.4	Briefings, briefing books, scripts, graphic displays and materials, electronic media, and results of research and studies	As required by the government	As required by the government
4	5.2	Monthly Status Report	NLT 7th of each month or If a non- workday the next business day	Microsoft Word or Adobe pdf
5	1.6.21	Phase-Out Transition Plan	Within 60 days of completion of the contract.	Microsoft Word or Adobe
6	1.6.28	Subcontracting Reports (PWS 1.6.28)		Electronically http://www/esrs.gov

TECHNICAL EXHIBIT 3

Labor Hour CLINs

Projected Labor Hours: The data provided is an estimate of what it may take to perform the requirements listed in the Performance Work Statement. The labor categories and hours provided below are only estimates, and should not be viewed as mandated for offerors. All proposals should include the labor mix and hours appropriate and necessary for the quoting performer to complete the required work. Hours required may be lower or higher than those estimates indicated below; as such, these estimates may not be construed as a guarantee of labor requirements. The contractor shall have in place the capability to fulfill the requirements of the contract. The contractor is encouraged to use sound judgment and business practices when preparing its proposal and is ultimately responsible for satisfying all requirements of the PWS. (b)(4)

BASE PERIOD

(b)(4)

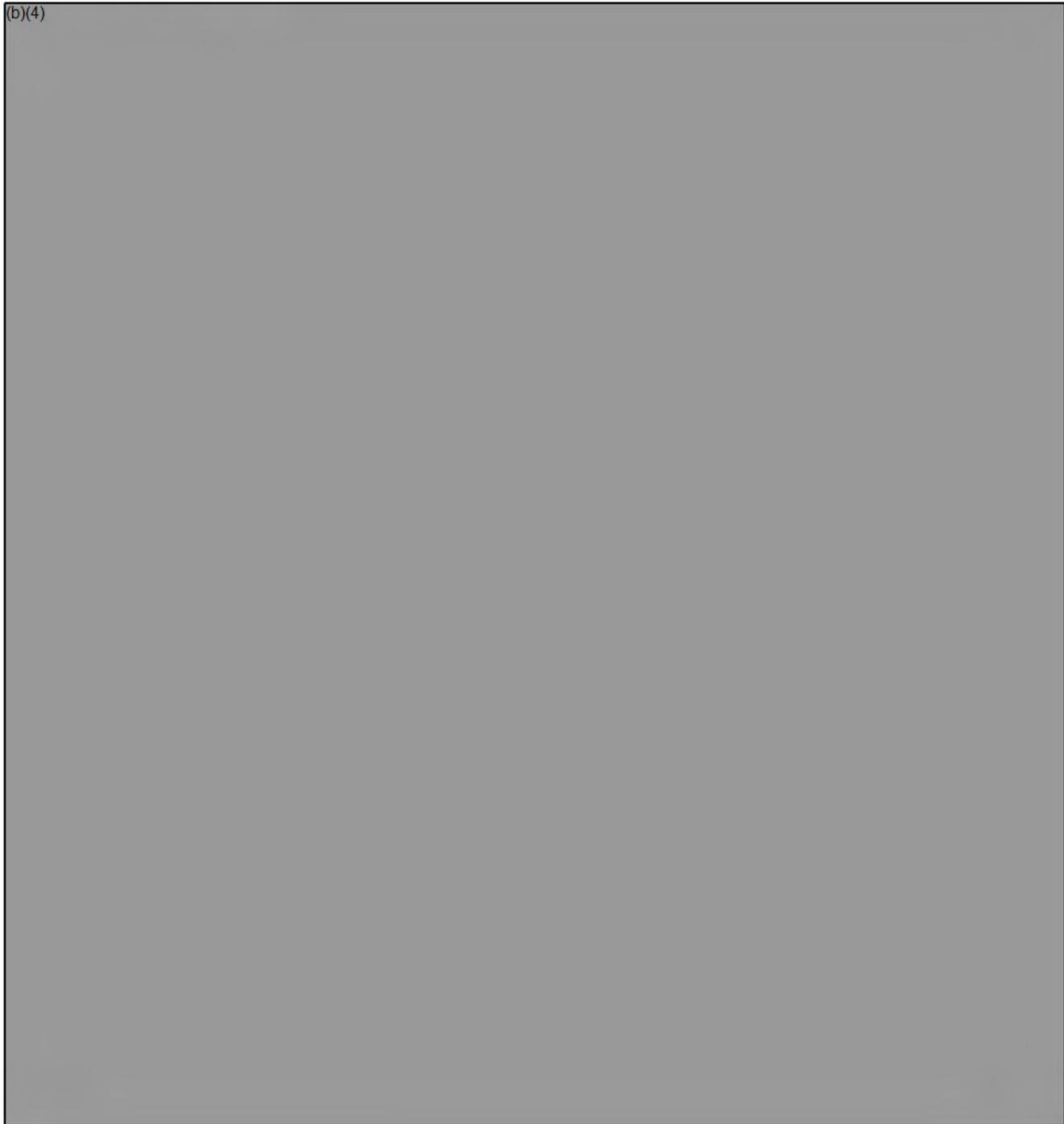


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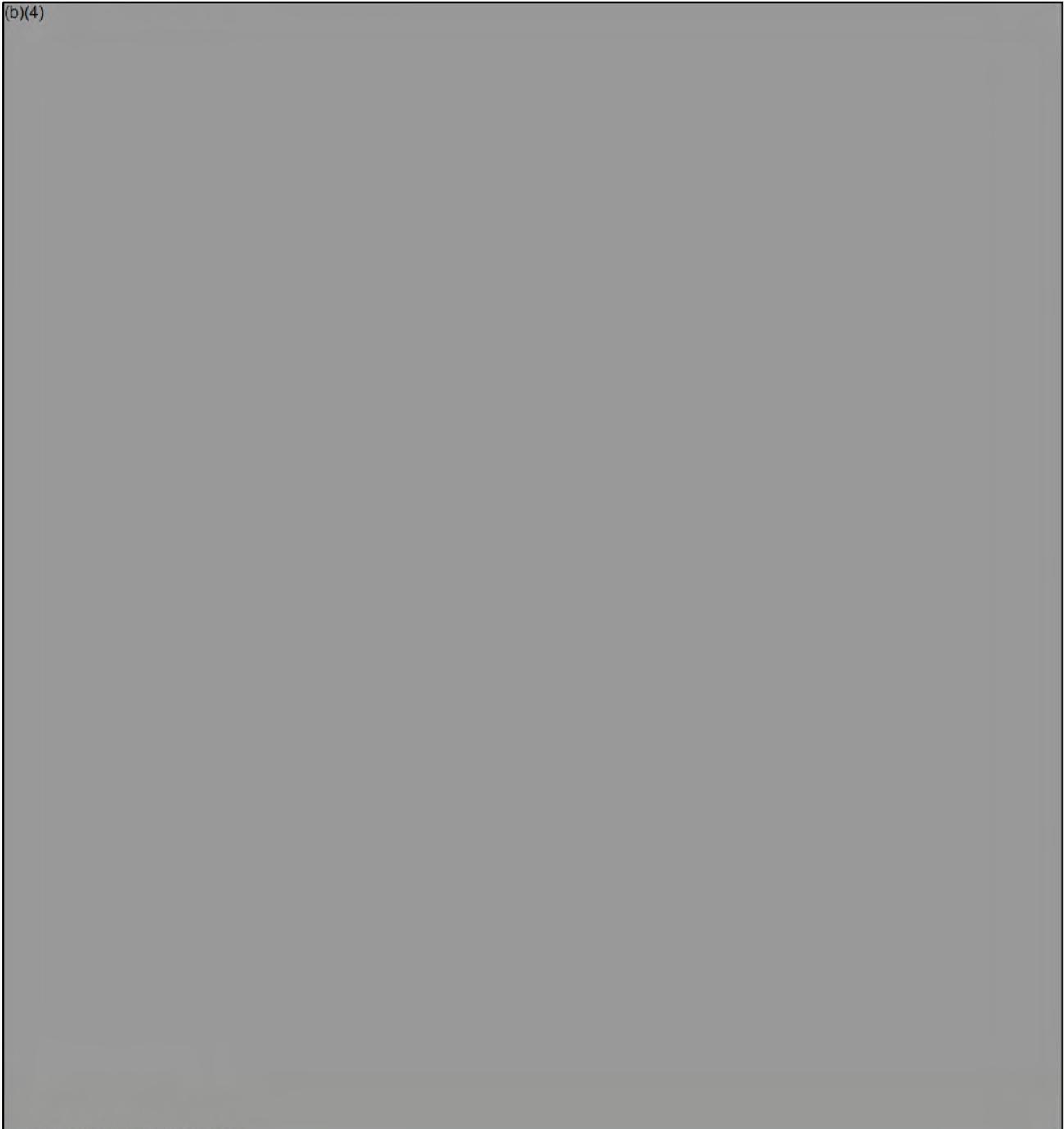
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OPTION PERIOD II

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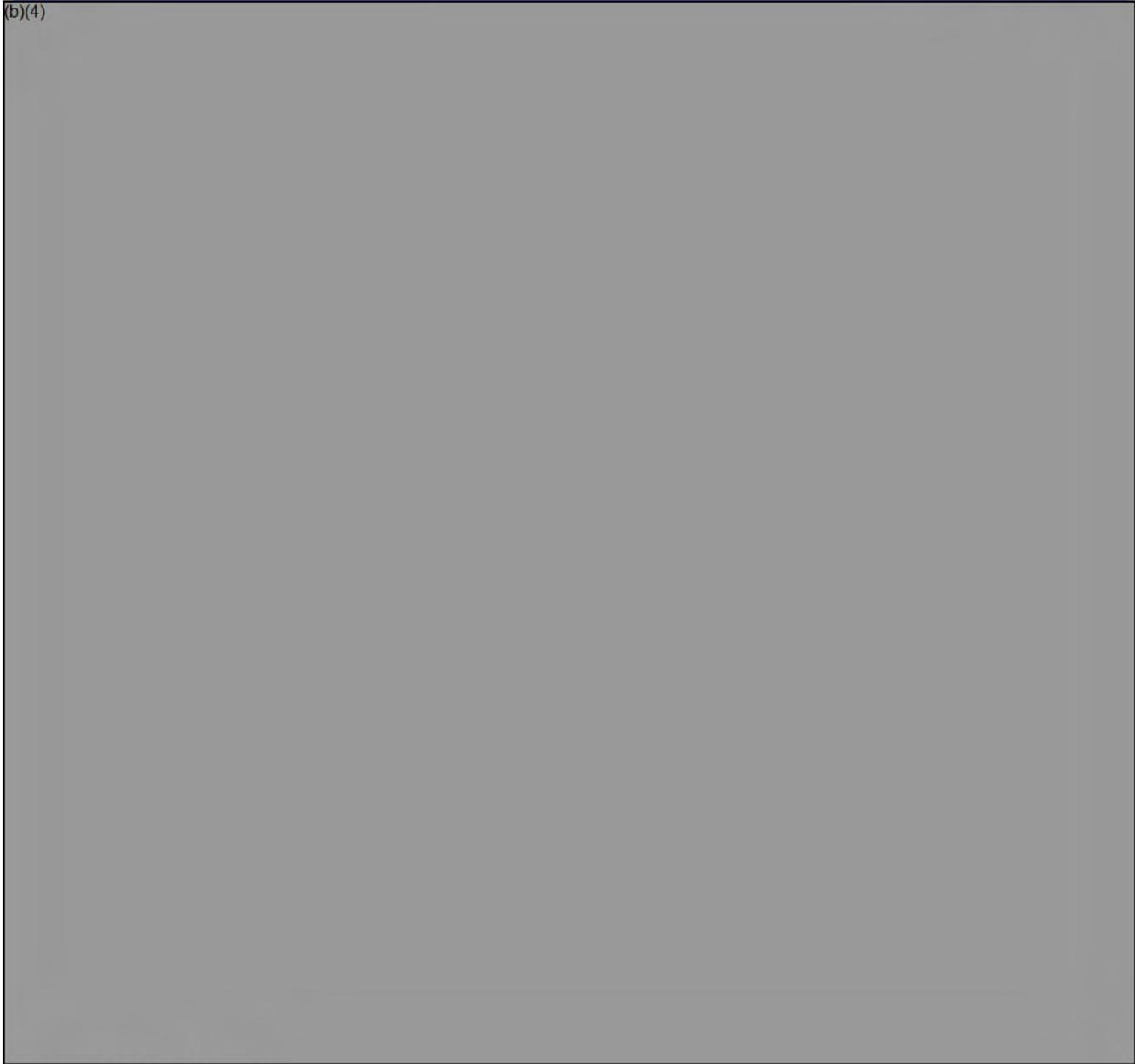


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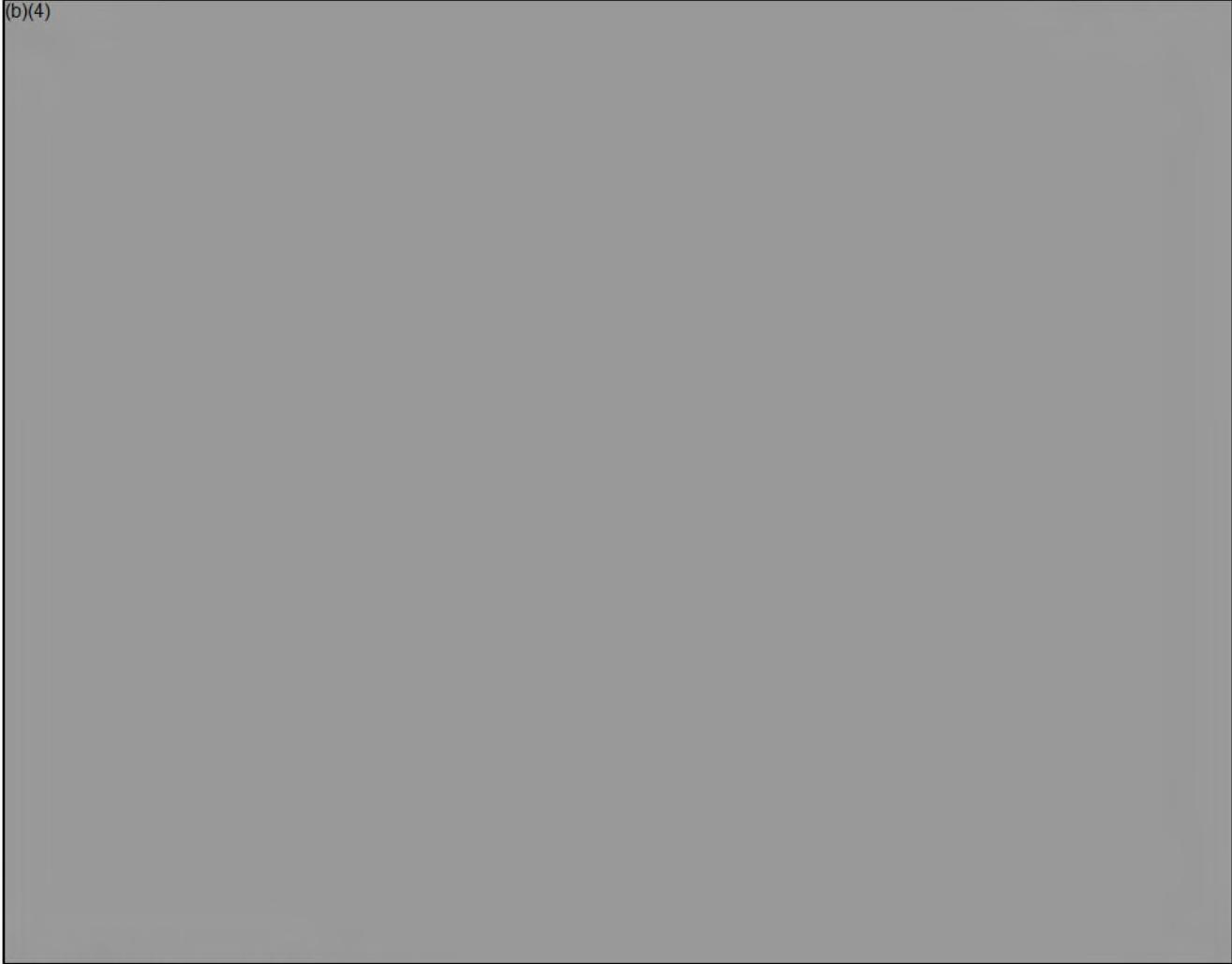


OPTION PERIOD IV

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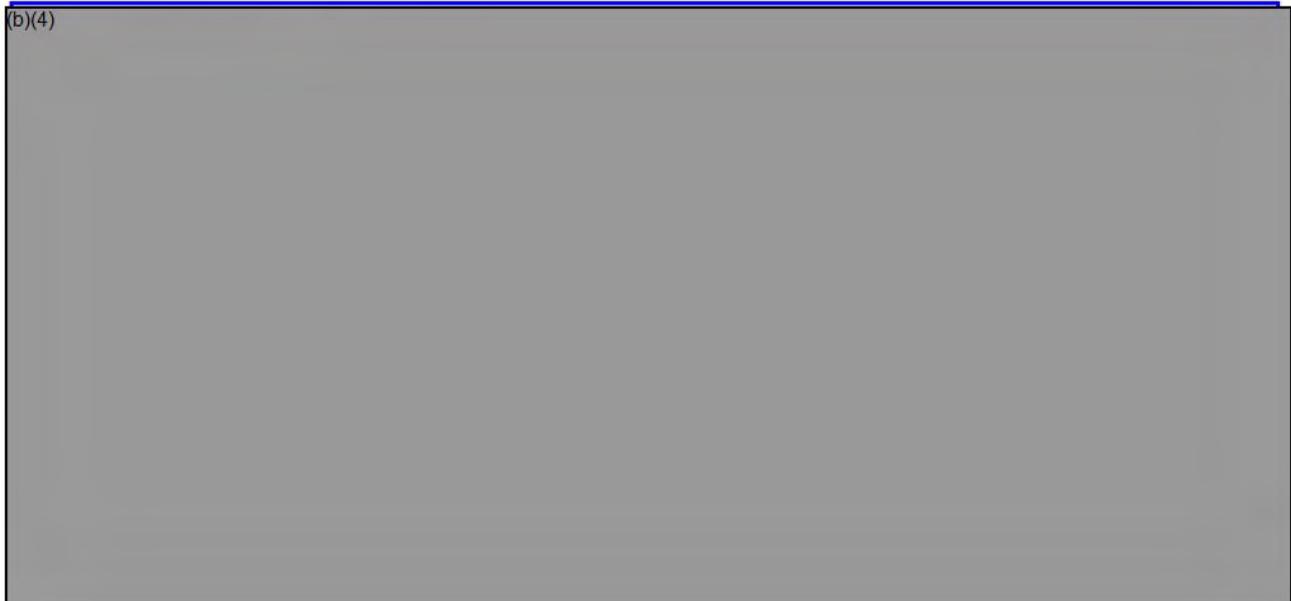


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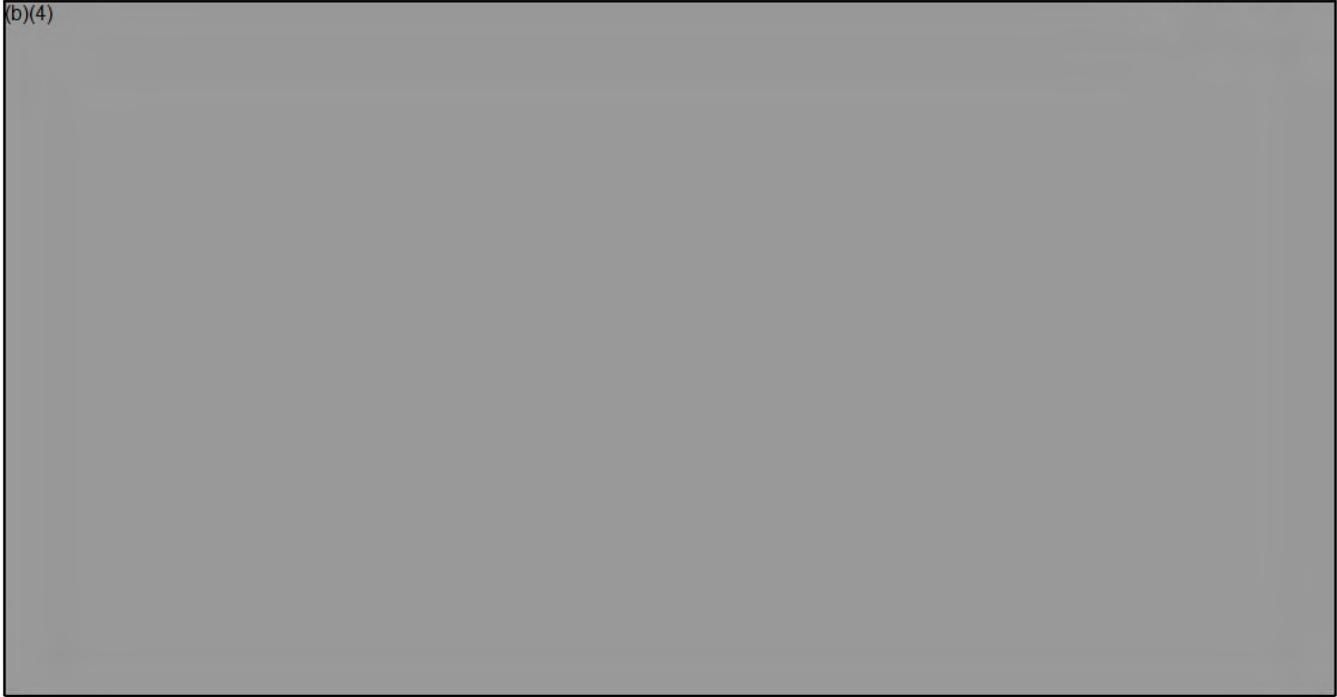
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6-MONTHS EXTENSION

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**TECHNICAL EXHIBIT 4
CERTIFICATION OF NON-DISCLOSURE**

CERTIFICATION OF NON-DISCLOSURE AND CONFLICT OF INTEREST

I, _____, an employee of _____ hereby personally consent to the terms of this Agreement in consideration of my being granted conditional access to certain United States nonpublic information in the performance of my employer's contract number _____, with _____.

1. NON-DISCLOSURE

I understand and agree to the following terms and conditions:

I may gain access to government procurement sensitive information, business confidential or proprietary information of others, contract performance data, pre-decisional business, contract or procurement-related information of the federal government, as well as information protected from improper release or disclosure by the Privacy Act, personally identifiable information (PII), or information that is otherwise sensitive because it is deliberative or pre-decisional in nature, or is sensitive because the information relates to internal Government practices which, if disclosed inappropriately, would allow recipients of the information to circumvent a statute, regulation or give unfair competitive advantage, and controlled information, both classified and unclassified. Procurement sensitive information, business confidential or proprietary information of others, and contract performance data includes procurement data, contract information, plans, strategies, performance data, and dollar costs and other information described in the Trade Secrets Act, 18 U.S.C. 1905, the Procurement Integrity Act, 41 U.S.C. 423, and the Federal Acquisition Regulation. This information is subject to the disclosure restrictions imposed by one or more of the following laws or regulations: The Trade Secrets Act, 18 U.S.C. 1905; the Procurement Integrity Act, 41 U.S.C. 423; and/or the Federal Acquisition Regulation. Privacy Act information is protected from improper use and release by the Privacy Act of 1974, 5 U.S.C. 552. Pre-decisional and deliberative information is exempt from public release under the terms of the Freedom of Information Act, 5 U.S.C. 552a. Controlled Unclassified Information (CUI) is information that requires safeguarding or dissemination controls pursuant to and consistent with applicable law, regulations, and government-wide policies but is not classified under Executive Order 13526 or the Atomic Energy Act, as amended. Improper disclosure of such information may result in the imposition of civil and criminal sanctions.

Government pre-decisional business, contract- or procurement-related information includes the categories of information described above in this paragraph and other information concerning discussions, meetings and communications that relate to, and precede, a final action to be taken by the government, even if the final action may properly be disclosed to the public. Such pre-decisional information may also be subject to the deliberative process privilege and no intent to waive same is indicated by its disclosure to contractor personnel, subcontractors and their personnel, consultants or other private persons in the performance of their contractual duties with the federal government.

PII includes, but is not limited to, information pertaining to an individual's education, bank accounts, financial transactions, medical history, and criminal or employment history and other information which can be used to distinguish or trace and individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. This definition includes information that the loss, misuse, or unauthorized access to or modification of could adversely affect the privacy that individuals are entitled to under the Privacy Act.

I certify that:

1. I will use the aforementioned types of information only for official government purposes in the performance of contract number _____. I will disclose such information only to those individuals who have a specific need to know this information in the performance of their official government duties (federal employees) or have a need to know as part of their work under a contract with the government.
2. I will ensure my status as a contractor employee is known when seeking access to and receiving such nonpublic information from government employees.
3. I will not disclose any such information to employees of my company, or to any other contractor personnel/subcontractors/consultants or other privately employed person, unless they also have a specific need to know the information because of a contract with the Department of Defense, any component thereof, or another federal agency and only if they have also signed a copy of this agreement or another agreement that limits their use of the information to official purposes. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.

4. I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other persons who meet the descriptions in paragraphs 1. or 2. above, the content of any procurement sensitive information, business confidential or proprietary information, contract performance data, and pre-decisional business, contract- or procurement-related information of the federal government, government pre-decisional information or any other information marked as controlled provided to me or obtained during the course of my performance of work in support of contract number _____, or otherwise.

5. I have read this non-disclosure agreement and I understand it. I will fully and completely observe this non-disclosure agreement and will not disclose the information described herein to any unauthorized person, or use any information obtained for private use or gain (my own or that of any other person or entity) at any time, including subsequent to the performance of duties in support of contract number _____.

6. I will submit to Washington Headquarters Services for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtain during the course of my work in connection with the Washington Headquarters Services. I hereby assign to the United States all rights, royalties, remunerations, and emoluments that have resulted or will result or may result from any disclosure, publication, or revelation of nonpublic information not consistent with the terms of this Agreement.

7. I understand unless Washington Headquarters Services provides me a written release from this Agreement, or any portion of it, all terms, conditions and obligations contained in this Agreement apply both during my conditional access, and at all times thereafter.

8. I agree to return any nonpublic information given to me pursuant to this agreement. If I become aware of any improper release or disclosure of such nonpublic information, I will immediately inform the Contracting Officer and the Contracting Officer's Representative in writing.

9. I understand that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject me to administrative, civil, or criminal remedies, as may be authorized by law.

Each provision of this agreement is severable. If a court should find any provision of this agreement to be unenforceable, all other provisions shall remain in full force and effect.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

2. CONFLICT OF INTEREST

By signing below neither I, my spouse, partner, dependent child or children, nor member of my household have any direct or indirect financial interest or any other beneficial interest:

- 1) In any firm on the list of potential offerors identified below or have otherwise expressed an interest in this acquisition, or their subcontractors, for *state solicitation name*.
- 2) In any of the firms submitting proposals in response to the above referenced solicitation or their proposed subcontractors.

I acknowledge that direct or indirect financial interest includes any current or contingent ownership, equity, or security interest in real or personal property or a business entity and may include indebtedness or compensated employment relationship. It includes, for example, financial interests in the nature of stocks, bonds, partnership interests, fee and leasehold interests, mineral and other property rights, deeds of trust, and liens, and extends to any right to purchase or acquire any such interest, such as a stock option or commodity future. The term financial interest also includes service, with or without compensation, as an officer, director, trustee, general partner, or employee of any person, including a nonprofit entity, whose financial interests are imputed to the employee under 5 C.F.R. § 2635.402(b)(2)(iii) or (iv).

I confirm that, , after diligent inquiry, neither my spouse, partner or dependent child or children or any business associate is employed by or has a direct or indirect financial interest or any other beneficial interest any contractors, or their respective subcontractor(s), identified below.

If either mine, my spouse, partner, dependent child or children, or business partner's financial or otherwise beneficial interest in contractors identified below, or their respective subcontractors, has changed since my previously executed NDA, COI, OGE Form 450, or SF 278 was submitted or was not clearly identified within those previously executed or submitted documents, I will indicate the exact financial or otherwise beneficial interest that is now held by the aforementioned persons or parties affiliated with me with either, or all of, contractors identified, or their respective subcontractor(s) in my email reply sending this document.

I attest that I will not participate in any aspect of this procurement unless authorized to do so by the contracting officer. I will complete and submit an updated OGE Form 450 or SF 278, as needed, that is current through the date of submission of my prior submission to my participation in the source selection.

Contractors and Subcontractors identified:

CERTIFICATION

I voluntarily agree to the terms of this agreement and certify that I have read and understand it. I further certify that the statements made herein are true and correct. If I do not understand any portion of this agreement, I understand it is my obligation to seek clarifications from the contracting officer.

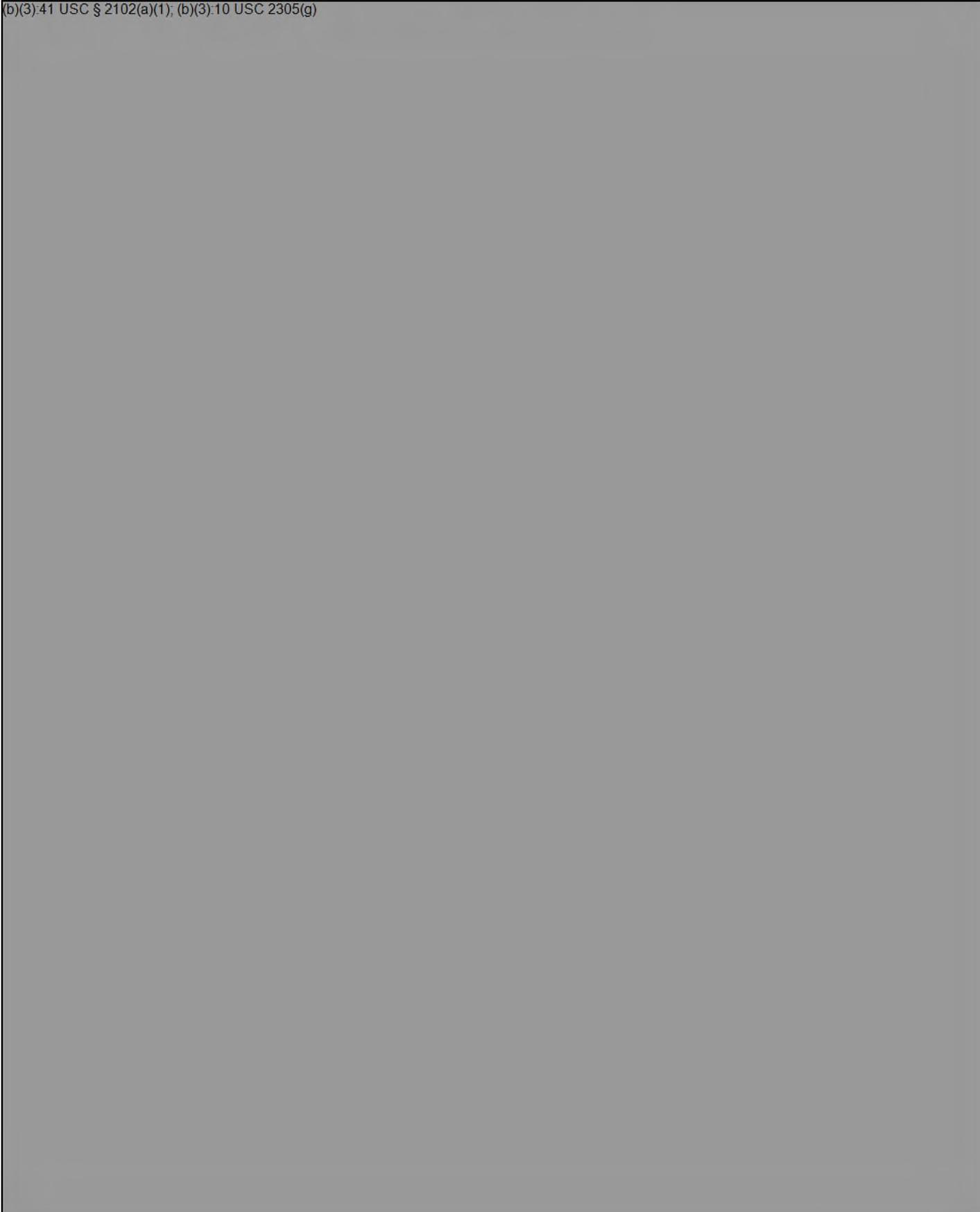
NAME (print): _____

CONTRACT COMPANY NAME: _____

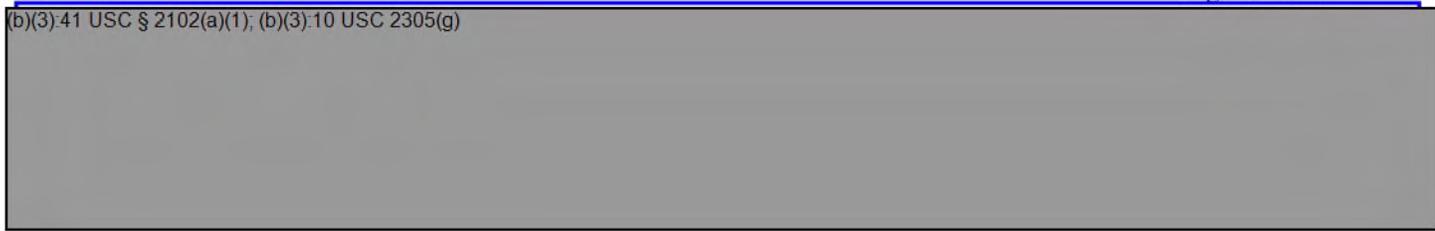
SIGNATURE: _____ DATE: _____

**TECHNICAL EXHIBIT 5
LABOR CATEGORY DESCRIPTION**

(b)(3)-41 USC § 2102(a)(1); (b)(3)-10 USC 2305(g)



(b)(3):41 USC § 2102(a)(1); (b)(3):10 USC 2305(g)



Section E - Inspection and Acceptance

GSA CLAUSES

General Services Administration (GSA) CLAUSES- All applicable clauses and provisions contained in the GSA Government-wide multiple award Indefinite Quantity (MA-IDIQ) task order contract for One Acquisition Solution for Integrated Services (OASIS) Unrestricted Contract Pool 2, are hereby incorporated by reference into this solicitation and will flow down and be incorporated by reference into the resultant contract.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	N/A
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	N/A
0004	Destination	Government	Destination	Government
000401	N/A	N/A	N/A	N/A
000402	N/A	N/A	N/A	N/A
000403	N/A	N/A	N/A	N/A
0005	Destination	Government	Destination	Government
000501	N/A	N/A	N/A	N/A
0006	Destination	Government	Destination	Government
000601	N/A	N/A	N/A	N/A
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government

4006 Destination

Government

Destination

Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

52.246-6

Inspection--Time-And-Material And Labor-Hour

MAY 2001

Section F - Deliveries or Performance

GSA CLAUSES

General Services Administration (GSA) CLAUSES- All applicable clauses and provisions contained in the GSA Government-wide multiple award Indefinite Quantity (MA-IDIQ) task order contract for One Acquisition Solution for Integrated Services (OASIS) Unrestricted Contract Pool 2, are hereby incorporated by reference into this solicitation and will flow down and be incorporated by reference into the resultant contract.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-SEP-2024 TO 29-AUG-2025	N/A	OUSD COMPTROLLER (b)(6) 1100 DEFENSE PENTAGON RM 2E314 WASHINGTON DC 20301-1100 (b)(6) FOB: Destination	H91317
000101	N/A	N/A	N/A	N/A
0002	POP 30-SEP-2024 TO 29-AUG-2025	N/A	OUSD COMPTROLLER (b)(6) 1100 DEFENSE PENTAGON RM 2E314 WASHINGTON DC 20301-1100 (b)(6) FOB: Destination	H91317
000201	N/A	N/A	N/A	N/A
0003	POP 30-SEP-2024 TO 29-AUG-2025	N/A	OUSD COMPTROLLER (b)(6) 1100 DEFENSE PENTAGON RM 2E314 WASHINGTON DC 20301-1100 (b)(6) FOB: Destination	H91317
000301	N/A	N/A	N/A	N/A
0004	POP 30-SEP-2024 TO 29-AUG-2025	N/A	OUSD COMPTROLLER (b)(6) 1100 DEFENSE PENTAGON RM 2E314 WASHINGTON DC 20301-1100 (b)(6) FOB: Destination	H91317
000401	N/A	N/A	N/A	N/A
000402	N/A	N/A	N/A	N/A

000403	N/A	N/A	N/A	N/A
0005	POP 30-SEP-2024 TO 29-AUG-2025	N/A	<u>OUSD COMPTROLLER</u> (b)(6) 1100 DEFENSE PENTAGON RM 2E314 WASHINGTON DC 20301-1100 (b)(6) FOB: Destination	H91317
000501	N/A	N/A	N/A	N/A
0006	POP 30-SEP-2024 TO 29-AUG-2025	N/A	<u>OUSD COMPTROLLER</u> (b)(6) 1100 DEFENSE PENTAGON RM 2E314 WASHINGTON DC 20301-1100 (b)(6) FOB: Destination	H91317
000601	N/A	N/A	N/A	N/A
1001	POP 30-AUG-2025 TO 29-AUG-2026	N/A	<u>OUSD COMPTROLLER</u> (b)(6) 1100 DEFENSE PENTAGON RM 2E314 WASHINGTON DC 20301-1100 (b)(6) FOB: Destination	H91317
1002	POP 30-AUG-2025 TO 29-AUG-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
1003	POP 30-AUG-2025 TO 29-AUG-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
1004	POP 30-AUG-2025 TO 29-AUG-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
1005	POP 30-AUG-2025 TO 29-AUG-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
1006	POP 30-AUG-2025 TO 29-AUG-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
2001	POP 30-AUG-2026 TO 29-AUG-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
2002	POP 30-AUG-2026 TO 29-AUG-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
2003	POP 30-AUG-2026 TO 29-AUG-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
2004	POP 30-AUG-2026 TO 29-AUG-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317

2005	POP 30-AUG-2026 TO 29-AUG-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
2006	POP 30-AUG-2026 TO 29-AUG-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
3001	POP 30-AUG-2027 TO 29-AUG-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
3002	POP 30-AUG-2027 TO 29-AUG-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
3003	POP 30-AUG-2027 TO 29-AUG-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
3004	POP 30-AUG-2027 TO 29-AUG-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
3005	POP 30-AUG-2027 TO 29-AUG-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
3006	POP 30-AUG-2027 TO 29-AUG-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
4001	POP 30-AUG-2028 TO 29-AUG-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
4002	POP 30-AUG-2028 TO 29-AUG-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
4003	POP 30-AUG-2028 TO 29-AUG-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
4004	POP 30-AUG-2028 TO 29-AUG-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
4005	POP 30-AUG-2028 TO 29-AUG-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317
4006	POP 30-AUG-2028 TO 29-AUG-2029	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91317

CLAUSES INCORPORATED BY REFERENCE

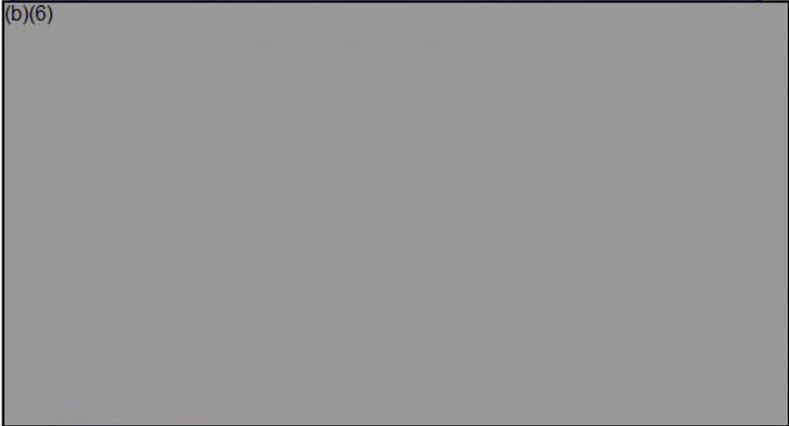
52.242-15

Stop-Work Order

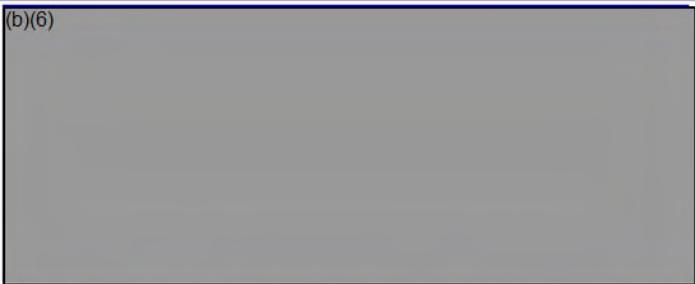
AUG 1989

Section G - Contract Administration Data

(b)(6)



(b)(6)



GSA CLAUSE

General Services Administration (GSA) CLAUSES- All applicable clauses and provisions contained in the GSA Government-wide multiple award Indefinite Quantity (MA-IDIQ) task order contract for One Acquisition Solution for Integrated Services (OASIS) Unrestricted Contract Pool 2, are hereby incorporated by reference into this solicitation and will flow down and be incorporated by reference into the resultant contract.

GSA CLAUSES

General Services Administration (GSA) CLAUSES- All applicable clauses and provisions contained in the GSA Government-wide multiple award Indefinite Quantity (MA-IDIQ) task order contract for One Acquisition Solution for Integrated Services (OASIS) Unrestricted Contract Pool 2, are hereby incorporated by reference into this solicitation and will flow down and be incorporated by reference into the resultant contract.

ACCOUNTING AND APPROPRIATION DATA

AA: ^^097^2024^2024^^0100^000^^251^D^4GTN^^^1100^00008522^012215^USDC^OSD - USD
(COMPT^USDC_1220^24_0100D_0903388^251.10 Managem^^
AMOUNT: (b)(4)

AB: ^^097^2024^2024^^0100^000^^251^D^4GTN^^^1100^00008522^012215^USDC^OSD - USD
(COMPT^USDC_1222_ISR^24_0100D_0903388^251.10 Managem^^
AMOUNT: (b)(4)

AC: ^^097^2024^2025^^0100^000^^251^D^4GTN^^^11P2^00008522^012215^USDC^OSD - USD
(COMPT^USDC_1208_UKR^24_0100D_0903388^251.10 Managem^^

AMOUNT: (b)(4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	HQ064241144370001	(b)(4)
	000201	HQ064241144370001	
	000301	HQ064241144370001	
	000401	HQ064241144370001	
	000501	HQ064241144370001	
	000601	HQ064241144370001	
AB	000402	HQ064241169750001	
AC	000403	HQ064241180520001	

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2023
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

_____ “Invoice 2in1” _____

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

_____ “Invoice 2in1” _____

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	H0768
Issue By DoDAAC	HQ0034
Admin DoDAAC**	HQ0034
Inspect By DoDAAC	H91317
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____

Service Approver (DoDAAC)	H91317
Service Acceptor (DoDAAC)	H91317
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	HAA722
Other DoDAAC(s)	_____

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Contracting Officer

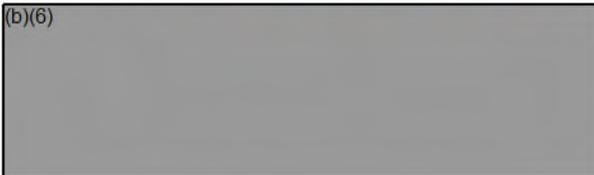
Name: Brandiss Smith

Email Address: brandiss.r.smith.civ@mail.mil

Contract Specialist

Name: Jeanelle Joseph

Email Address: jeanelle.joseph.civ@mail.mil



(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section I - Contract Clauses

GSA CLAUSES

General Services Administration (GSA) CLAUSES All applicable clauses and provisions contained in the GSA Government-wide multiple award Indefinite Quantity (MA-IDIQ) task order contract for One Acquisition Solution for Integrated Services (OASIS) Unrestricted Contract Pool 2, are hereby incorporated by reference into this solicitation and will flow down and be incorporated by reference into the resultant contract.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2023
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Products and Commercial Services	FEB 2024
52.222-50	Combating Trafficking in Persons	NOV 2021
52.245-1	Government Property	SEP 2021
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7006	Billing Instructions--Cost Vouchers	MAY 2023
252.204-7012 (Dev)	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013)	MAY 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	JUN 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7005	Management and Reporting of Government Property	JAN 2024
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) ALTERNATE I (NOV 2021)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____
(Insert portion of labor rate attributable to profit.)

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: ____ (Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions,

subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: ____ (Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.)

(2) Indirect Costs (Material Handling, Subcontract Administration, etc. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: ____ (Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None').

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of 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 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2023) – ALTERNATE I (MAR 2020)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership,

common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following

rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

NAICS code	Small business concern (yes/no)
_____	_____
_____	_____
_____	_____

[Contracting Officer to insert NAICS codes.]

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 0001, 0002, 0003, 0005 are fully funded and 0004 and 0006 is/are incrementally funded. For this/these item(s), the sum of (b)(4) of the total price (b)(4) is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional

funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

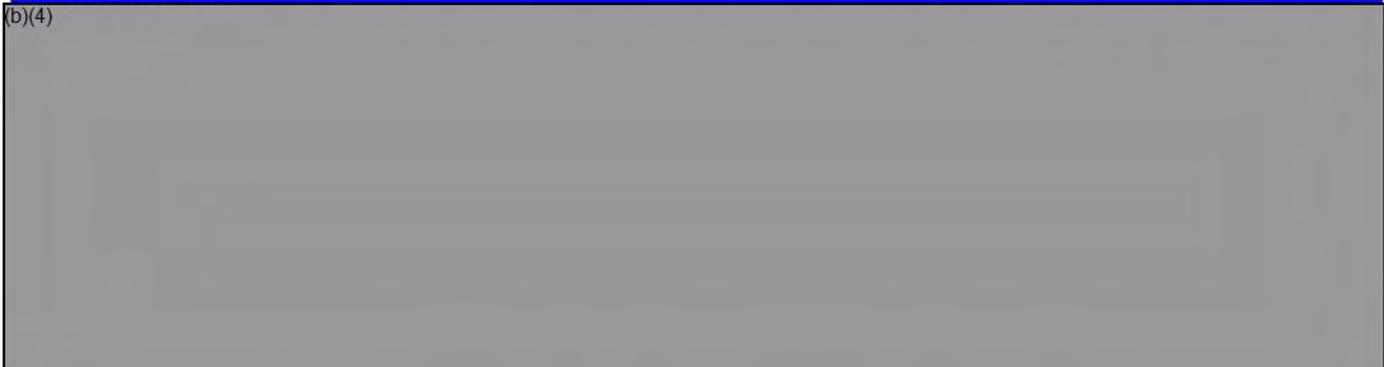
(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule: **TBD**

(b)(4)



Potential bidders or offerors may submit an agency-level protest directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may request an independent review of their protest by a WHS Protest Deciding Official. In either case, the agency-level protest must comply with the requirements and procedures in FAR 33.103 for submitting agency-level protests. A request for an independent review by the WHS Protest Deciding Official shall be submitted to:

(b)(6)

A protest decision by the Contracting Officer or WHS Protest Deciding Official is final and not subject to appeal or reconsideration within WHS.

(end of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Contract Security Classification		01-MAY-2024