

ACQUISITION and IT SUPPORT SERVICES

Note that this sample has been revised from the source document on the Government Point of Entry as necessary to align formatting and applicable FAR procedures.

SECTION I

1.0. DESCRIPTION OF SERVICES

1.1. General

1.1.1. The 11th Contracting Squadron provides full range of acquisition/contracting support to 11th Airlift Wing and numerous Mission Partners in the National Capital Region (NCR). The squadron is comprised of four flights. Three of these flights (PKA, PKB, and PKC) are aligned to types of requirements and provide cradle-to-grave contracting support. The fourth flight, PKP provides policy, training oversight, and the 11th Wing Government Purchase Card (GPC) program. Collectively, there are about 48 government employees – military and civilian – in 11 CONS at any time.

1.1.2. Pursuant to this Performance Work Statement (PWS), the contractor shall support 11 CONS front office and each of its four flights as needed.

1.2. Scope

1.2.1. The Contractor shall provide the 11th Contracting Squadron with Program Management and Information Technology (IT) support services. The contractor shall provide qualified personnel to perform non-personal services to include, but not limited to the following: pre-award functions, price & cost analysis, preparation of award documents and supporting documentation, contract administration duties, contract closeout, pricing support, training, information technology (IT) support and other acquisition duties as assigned.

SECTION II

2. PERSONNEL QUALIFICATIONS

2.1. Senior Level Contract Specialist

2.1.1. At least seven years contracting experience in the Department of Defense, including but not limited to operational contracting experience, procuring commodities, services and construction.

2.1.2. FAC-C or DAWIA Level III certification or Certified Professional Contract Manager (CPCM) from National Contract Management Association (NCMA) or other civilian equivalent. APDP Level III certification in contracting is equivalent to DAWIA Level III.

2.1.3. Must have source selection experience using price performance tradeoff, lowest priced technically acceptable, and best value procedures using trade-offs.

2.1.4. All personnel must be proficient in the use of commercial software packages such as Microsoft Word, Excel, and PowerPoint.

2.1.5. A Bachelor's Degree with 24 business credit hours from an accredited college or university.

2.1.6. The candidate shall have an active Secret security clearance at time of hire and throughout the life of the contract.

2.2. Junior Level Contract Specialist

2.2.1. At least five years contracting experience in the Department of Defense including but not limited to operational contracting experience, procuring commodities, services and construction, and

2.2.2. FAC-C or DAWIA Level II certification or Certified Federal Contract Manager (CFCM) from NCMA or other civilian equivalent. APDP Level II certification in contracting is equivalent to DAWIA Level II

2.2.3. All personnel must be proficient in the use of software packages such as Microsoft Word, Excel, and PowerPoint, and

2.2.4. A Bachelor's Degree with 24 credit hours in Business from an accredited college or university, and

2.2.5. The candidate shall have an active Secret security clearance at time of hire and throughout the life of the contract.

2.3. IT Technical Support/System Administrator: The IT Support Technician shall possess and maintain the qualifications listed below:

2.3.1. At least seven years of relevant experience as a system administrator demonstrating familiarity with, and competency in, supporting various software/applications including, but not limited to, the following:

2.3.2. Microsoft Windows 10 operating system and later versions;

2.3.3. Microsoft Office 2013 and later versions;

2.3.4. Microsoft Internet Explorer v11.967 and Edge v41.16299, Google Chrome v72.0, and Mozilla Firefox v65.0 browsers and later versions;

2.3.5. Adobe Acrobat Professional DC, Flash v32.0, Shockwave v12.3 and later versions;

2.3.6. McAfee Antivirus v.8 and later versions;

2.3.7. Oracle Java v8.0.2020 and later versions; and

2.3.8. Demonstrate aptitude to adapt to, learn about, and become proficient in new software/applications provided and approved by the Department of Defense (DoD), Defense Information Systems Agency (DISA), and United States Air Force (USAF)

2.3.9. The candidate shall have an active Secret security clearance at time of hire and throughout the life of the contract.

2.3.10. CompTIA Security+ Certification

SECTION III

3. TASKS.

3.1. Program Management Support for PKA, PKB, and PKC

3.1.1. The contractor shall perform cradle-to-grave acquisition support and offer advice to supported officials. A supported official is a PKA, PKB, or PKC contracting officer or above (e.g. team lead, flight chief). Contractors shall be very familiar with the Federal Acquisition Regulation (FAR), the Defense FAR Supplement (DFARS), and Air Force FAR Supplement (AFFARS). The government will provide training to contractors on its most current contract writing system. The contractors shall participate in Multi-Functional Teams (MFT) and liaison with stakeholders to avoid duplicative efforts. All actions shall be in accordance with (IAW) law, regulations, applicable instructions, AFIs, and or local mandatory procedures.

3.2. PERSONNEL RESPONSIBILITIES

3.2.1. Perform acquisition strategy planning to include assisting and collecting requirement package(s) for contract file from mission partners.

3.2.2. Participate in Multi-Functional Team (MFT) and liaison with mission partners and supported official(s)

3.2.3. Perform reviews and assist in developing Performance Work Statements and Statements of Work with the mission partner.

3.2.4. Provide source selection support within limitation of the Federal Acquisition Regulation.

3.2.5. Draft acquisition/contract documentation for supported official(s). Documents include, but not limited to, requirement package documentation, Acquisition Strategy Panel (ASP) briefing slides, Acquisition Plan (AP), Business/Contract Clearance form(s), Request for Proposal (RFP), and contract award(s).

3.2.6. Review all documentation as required by supported official

3.2.7. Maintain contract file documentation in accordance with law, regulation, and local policies.

3.2.8. Retain contract file or specific documents

3.2.9. Perform all pre-award and post-award functions with direction from supported official cradle-to-grave contracting. Submit contract file or document(s) as required. Pre-award functions include market research, coordinate with stakeholders (e.g. Small Business Representative), publicizing contract actions, soliciting requirements, and drafting evaluation of offeror's proposal(s), and drafting awards. Meet critical milestones (e.g. package receipt, ESIS,

ASP, solicitation, evaluation, award). Post-award functions include contract administration (e.g. exercise of contract options), terminations, and closeout. Meet critical milestones (e.g. provide timely notice and exercise options unilaterally IAW FAR 52.217-9).

3.2.10. Assist in the performance of price and cost analysis.

3.2.11. Manage flight tracker to include End of Year tracker.

3.2.12. Perform contract closeout functions – establish plan to adhere to GAO mandate for contracting closeout.

3.2.13. Facilitate and manage the appointment of individuals by registering and tracking appropriate training and certification for Contracting Officer Representatives (COR).

3.2.14. Develop and conduct contracting education briefs to supported Mission Partners.

3.2.15. Apply project and program management knowledge and use personal and leadership skills to achieve program management success.

3.2.16. Advise Supported Official(s). The contractor shall:

3.2.16.1. Maintain up-to-date status of contract actions in tracker(s). Current tracker(s) include Microsoft (MS) Access, PowerPoint, and Excel.

3.2.16.2. Brief status of contract actions to supported official(s). Briefings include Production Meetings, Early Strategy and Issues Session (ESIS), Acquisition Strategy Panel (ASP), and team meetings.

3.2.16.3. Provide advice to supported official(s) on matters (i.e. acquisition strategy) pertinent to the acquisition.

3.3. KEY PERSONNEL: All proposed personnel are considered key personnel. The contractor shall minimize the effect and impact to the organization by strategically managing contractor personnel turnover to the greatest extent practical.

3.3.1. If contractor personnel vacate their current position, payment for that position immediately ceases. The replacement process shall start with the contractor providing resumes of proposed personnel to the Contracting Officer's Representative (COR), no later than five days after departure, for acceptance prior to allowing the proposed individual to begin work on the contract.

3.3.2. Once selected, replacement personnel shall start working no later than 10 business days.

4. SERVICE SUMMARY

Performance Objectives	PWS Reference	Performance Thresholds
Personnel – Provide fully qualified personnel Senior Level Contract Specialist Junior Level Contract Specialist Technical Support/System Administrator	Para. 2.1. Para. 2.2. Para. 2.3.	Capable of performing program management support services 100% of the time Capable of performing IT Technical Support Services 100% of the time
Ensures the stability and availability of contractor support resources to avoid impacts to program goals, objectives and the overall mission of the organization	Para. 3.3.2	Key personnel are replaced within 10 business days after selection in accordance with replacement procedures
Procures complex and diversified commodities, services, and construct acquisitions in a timely manner for the 11 CONS to meet mission, directive, and timeline goals	Para. 1.1.1. & 3.1.1.	1) No more than 6 critical errors shall occur on all PWS tasks during the first 90 days on the job. 2) No more than 3 critical errors shall occur
Executes post-award contract performance management actions on a number of varied contract types.	Para. 3.2.9.	1) No more than 3 critical errors per 90 days of failure to effectively administer and closeout contracts in a timely manner as defined by the contracting officer
Provide technical and administrative support in order for 11 CONS to meet their mission, directive, and timeline goals	Para. 1.2.1	1) No more than 6 critical errors shall occur on all PWS tasks during the first 90 days on the job. 2) No more than 3 critical errors shall occur on all PWS tasks during the remaining period of performance
Meet Critical Milestones	Para. 3.2.9.	Meet award date: 100% Meet critical milestones leading to contract award: 85% per requirement Exercise options timely: 100%

4.1 Performance Evaluation: The contractor is responsible for delivering only conforming services to the Government for payment. The Government maintains the right to assess contractor performance. When the contractor delivers nonconforming services, the preferred method is to re-perform whenever possible, in accordance with FAR 52.212-4.

5. GOVERNMENT FURNISHED PROPERTY/SERVICES

5.1. The contractor will work in a Government facility. The Government will furnish or make available working space, equipment, and network access. The contractor will not be required to acquire any property.

6. GENERAL INFORMATION

6.1. Duty Hours. The contractor shall have access to the Government facility five days per week, Monday through Friday, from 6:30 a.m. to 6:00 p.m, except when the Government facility is closed due to local or national emergencies, administrative closing, or similar government-directed facility closings, unless otherwise approved. Contractor personnel are expected to conform to customer agency normal operating hours. However, the Contractor may be required access to the Government facility outside of duty hours based on the customer agency needs. Compensatory time arrangements are permissible for temporary spikes in worktime, but overtime pay is prohibited without COR and contracting officer approval. Federal holidays shall be observed in accordance with Office of Personnel Management (OPM) policy. The following holidays are observed under this contract, however, if listed dates conflict, OPM policy takes precedence.

HOLIDAY	DATE
New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January President's
Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December
Inauguration Day	20 January (NCR Only)

6.2. Core Duty Hours and Base Shutdown/Inclement Weather. Core duty hours are 0800 – 1600 (+/- 1 hour), Monday through Friday (excluding federal holidays). The Contractor shall follow guidance of the installation containing their place of performance to determine reporting scheduled whether due to a base

closure or inclement weather. The website for guidance regarding status of performance for work to be performed in the National Capital Region (NCR) is <http://www.opm.gov/status/>.

6.3. Telework and Alternate Work Schedule (AWS), and telework. Telework and AWS are authorized at the discretion and approval of the respective Flight Chief and Squadron Commander, however, telework will not be granted in conjunction with an Alternate Work Schedule. If it is determined that the proposed telework and AWS schedule will have an adverse impact on performance and/or productivity, the proposed schedule may be denied. Additionally, established telework and AWS schedules may be terminated, at any time, at the discretion of the Flight Chief and Squadron Commander.

6.4. Planned leave of personnel shall be coordinated two weeks (14 calendar days) in advance between the Flight Chief, COR and the contractor.

6.5. Overtime/Holiday Time. Overtime is defined as any time worked in excess of 80 hours over a two-week period. Holiday time is defined as any time worked on a

federal holiday as addressed in OPM policy (see above). Contractors may only work overtime or holiday time to the extent it is specifically authorized in advance, in writing, by the contracting officer. No additional hours of overtime may be worked without express written authorization for each hour worked. Labor rates for overtime will not change from the standard labor rates applied to the contract for regular hours worked.

6.6. Overtime authorized by the contracting officer shall be billed to a separate 240 hour, Not-to-Exceed (NTE) labor CLIN, entitled "Overtime".

6.7. Kickoff Meeting/Orientation Meeting

6.7.1. The contractor shall schedule and coordinate a kickoff meeting at the location approved by the contracting officer. The meeting will provide an introduction between contractor personnel and government personnel who will be involved with the contract. In coordination with the contracting officer and COR, the contractor shall provide a Kick-Off Meeting Agenda that will include, but not be limited to, the following:

6.7.1.1. Introduction of personnel

6.7.1.2. Overview of tasks

6.7.1.3. Review of organization (complexity)

6.7.1.4. Communication Plan/lines of communication overview (between both contractor and government)

6.7.1.5. Security requirements (Building access, badges, Common Access Cards (CAC))

6.7.1.6. Invoice procedures

6.7.1.7. Monthly meeting dates

6.7.1.8. Reporting Requirements, e.g. Monthly Activity Report (MAR)

6.7.1.9. Overview of incoming Transition Plan to include process, timeframes, and status

6.7.1.10. Initial deliverables

6.7.1.11. Quality Control Plan (QCP)

6.7.1.12. Sensitivity and protection of information

6.7.1.13. Additional issues of concern

6.7.2. The contractor shall provide a draft copy of the agenda for review and approval by the COR prior to finalizing. The Government will provide the contractor with the number of

participants for the kick-off meeting and the contractor shall provide sufficient copies of the presentation for all present.

6.7.3. The kickoff meeting location will be held at the government's facility or another designated location and the date and time will be mutually agreed upon by both parties.

6.8. Transition-In Plan

6.8.1. The Contractor shall provide a Transition-In Plan at the Kickoff Meeting, the plan shall facilitate the accomplishment of a seamless transition from the incumbent Contractor (if applicable) and incoming contractor. The contractor shall identify how it will coordinate with the incumbent contractor and government personnel to transfer knowledge regarding the following:

6.8.1.1. Points of contact

6.8.1.2. Status of ongoing requirements

6.8.1.3. Schedules and milestones

6.8.1.4. Actions required of the government

6.8.1.5. Coordination of IT-related programs, issues

6.8.2. The contractor shall also establish and maintain effective communication with the incumbent contractor and government personnel for the period of the transition via weekly status meetings per the COR's direction.

6.8.3. Incumbent employees may be interviewed for possible employment by the incoming contractor; however, the contractor employees will have the first right of refusal.

6.9. Transition-Out Plan

6.9.1. The Contractor shall provide a Transition-Out Plan. The plan shall facilitate the accomplishment of a seamless transition from the incumbent to and incoming contractor (if applicable). In addition, the contractor shall continue to accomplish all tasks as outlined in the contract during this period. The contractor shall identify how it will coordinate with the incoming contractor and government personnel to transfer knowledge regarding the following:

6.9.1.1. Points of contact

6.9.1.2. Status of ongoing requirements

6.9.1.3. Schedules and milestones

6.9.1.4. Actions required of the government

6.9.1.5. Coordination of IT related programs, issues

6.9.2. The contractor shall also establish and maintain effective communication with the incoming contractor and government personnel for the period of the transition via weekly status meetings.

6.9.3. Current contractor employees under this contract may be interviewed for possible employment by a succeeding contractor; however, the contractor will have the first right of refusal. The current contractor will release any employee who chooses to be employed by a succeeding contractor. The current contractor shall assist by orienting assigned employees of the succeeding contractor during the last 30 days of the period of this contract, if so directed by the contracting officer. Government Furnished Property (GFP) is not envisioned in this contract. Nonetheless, the government shall make available to such employees existing GFP listed under Section V of this PWS. Items that are not accountable, such as desks, chairs, telephones, and other normal office equipment and office supplies during the orientation period, will only be transferred to the incoming contractor if items were solely purchased by the current contractor's company.

6.10. Quality Control.

6.10.1. Quality Assurance. The government shall rely on the contractor's existing quality assurance system as the method to ensure that the requirements of the contract and performance thresholds are met; however, the government reserves the right to monitor and evaluate the quality of services provided and compliance with the contract terms and conditions at any time.

6.10.2. Quality Control Plan (QCP). The Contractor shall develop and maintain an effective quality control program to ensure services are performed IAW this PWS, applicable laws and regulations, and best commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services with special emphasis placed on those services listed in this PWS. The Contractor's quality control program is the means by which it assures itself that the work complies with the requirement of the contract.

6.11. Emergency Operations/Mission Essential Personnel.

6.11.1. Continuation of Essential Contractor Services During Crisis.

6.11.1.1. All services in this PWS HAVE NOT been defined or designated as essential services for performance during crisis IAW DFARS 252.237-7023, "Continuation of Essential Contractor Services."

6.12. Reporting Requirements The contractor shall bring problems or potential problems affecting performance to the attention of the Contracting Officer Representative (COR) as soon as possible. Verbal reports will be followed up with written reports when requested by the Contracting Officer Representative.

6.13. The Contracting Officer Representative (COR) can be reach at (240) 612-5648.

6.14. The Contracting Officer will be the services flight chief and can be reach at 312-612-3969.

6.15. Security Requirements

- 6.15.1. Physical Security: The contractor shall safeguard all government property, documents and controlled forms provided for contractor use and adhere to the government property requirements contained in this contract. At the end of each work day, all government facilities, equipment, and materials shall be secured by a government POC. Contractors are not allowed to secure government facilities, equipment, and materials.
- 6.15.2. Access Control: The contractor shall establish and implement methods of ensuring that no building access instruments issued by the government are lost, misplaced or used by unauthorized persons. Access codes shall not be shared with any person(s) outside the organization. The contractor shall control access to all Government provided lock combinations to preclude unauthorized entry. The contractor is not authorized to record lock combinations without written approval by the COR. Records with written combinations to authorized secure storage containers, secure storage rooms,
- or certified vaults, shall be marked and safeguarded at the highest classification level as the classified material maintained inside the approved containers.
- 6.15.3. Pass and Identification Items: The contractor shall ensure the pass and identification items required for contract performance are obtained for employees and non-government owned vehicles.
- 6.15.4. Retrieving Identification Media. The contractor shall retrieve all identification media, including vehicle passes, from employees who depart for any reason before the contract expires.
- 6.15.5. Traffic Laws. The contractor and its employees shall comply with base traffic regulations.
- 6.15.6. Weapons, Firearms, and Ammunition. Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their contractor-owned vehicle or privately-owned vehicle while performing this contract.
- 6.15.7. Communications Security (COMSEC). It is not envisioned that access to COMSEC information will be required during performance of this contract. Nonetheless, access shall be controlled by the sponsoring agency. Access to COMSEC material by personnel is restricted to US citizens holding final US Government clearances. Such information is not releasable to personnel holding only reciprocal clearances. If it is determined the contractor is required to access COMSEC information, the necessary training information and courses shall be provided by the COR. The DD Form 254 shall give further instructions on safeguarding and managing COMSEC material.
- 6.15.8. Drug, Tobacco, and Alcohol Use Policy. The consumption of alcoholic beverages or illegal drugs by contractor personnel, while performing this contract, is strictly forbidden. The contractor shall immediately remove any employee who is under the influence of alcohol or drugs.

6.15.9. National Agency Check with Inquiries (NACI). The contractor shall be required to submit relevant information for each employee in advance of employment for a National Agency Check in the Joint Personnel Adjudication System (JPAS). Contractor personnel shall have NACI or greater clearance prior to contractor employee performance start date and maintain the clearance throughout the contract period of performance. This is required in advance of onboarding to provide contract employees with access to government network and systems necessary for performance.

6.15.10. Contractor personnel are required to have at least a Tier 1 (NACI or greater) security investigation to be issued a CAC. A CAC is required to perform contract services as prescribed in this PWS.

6.15.10.1. Tier 1 Requirement. A favorably adjudicated NACI investigation or equivalent IAQ revised Federal Investigative Standards is the minimum Tier 1 investigation requirement for a final credentialing determination for a CAC.

6.15.11. All information is considered sensitive and will not be disclosed outside the workplace. This includes contractor proprietary data, passwords, and "*For Official Use Only*" information. All contract employees will be required to sign a non-disclosure agreement.

6.16. Place of Performance: The place of performance will occur at Joint Base Andrews NAF MD, and may occur within the National Capital Region in support of other operating locations, including, but not limited to Joint Base Anacostia-Bolling and Fort Meade, MD.

6.17. Travel

6.17.1. Reimbursement of Travel. Reimbursement of travel is not envisioned for performance of this contract. Should a travel event arise, the contractor related costs shall adhere to the following paragraphs and FAR 31.205-46. Joint Travel Regulation (JTR) Frequently Asked Questions (FAQs) on contractor travel can be found at <https://www.defensetravel.dod.mil/site/faqctr.cfm>

6.17.2. Local Travel. Local travel to attend meetings or events may be required at no cost to the Government. Travel within the National Capital Region commuting vicinity is considered a cost of doing business and shall not be separately reimbursed.

6.17.3. CONUS Travel: Prior to travel, the Contractor shall coordinate with, and receive approval from the COR at least 10 business days prior to trip.

6.17.4. OCONUS Travel: (e.g., to EUCOM and/or PACOM Area of Responsibility) Prior to travel, the Contractor shall coordinate with, and receive approval from the COR at least 20 business days prior to trip. Theater Business Clearances shall be obtained, as necessary, prior to travel.

6.17.5. Trip Reports: Following each trip, the Contractor shall prepare and deliver Trip/After Action Reports to the COR IAW AF Handbook (AFH) 33-337. The trip report shall be completed in accordance with local guidance

6.18. Circumstances may require the contractor to provide services outside normal duty hours. Contractor employees may be granted access to the facility with appropriate Government oversight over the weekends, or during non-duty hours, by the 11th Contracting Squadron Commander, Director of Business Operations, or Flight Chiefs.

6.19. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this performance work statement when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

7. CONTRACTOR MANPOWER REPORTING

7.1. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for services via a secure data collection site. The contractor is required to completely fill in all required data fields at <http://www.ecmra.mil>

7.2. Reporting inputs will be for the labor executed during the period of performance for each Government fiscal year (FY), which runs 1 October through 30 September. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October of each calendar year. Contractors may direct questions to the CMRA help desk.

7.3. Reporting Period: Contractors are required to input data by 31 October of each year.

7.4. Uses and Safeguarding of Information: Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

7.5. User Manuals: Data for Air Force service requirements must be input at the Air Force CMRA link. However, user manuals for government personnel and contractors are available at the Army CMRA link at <http://www.ecmra.mil>.

8. OTHER

8.1. Contractor Employee List, Retention, & Professionalism

8.2. List of Contractor Employees. The contractor shall maintain a current listing of employees assigned under this contract. The list shall include the employee's name and social security number (SSN). The list shall be validated and signed by

the company Facility Security Officer (FSO) and provided to the contracting officer, COR, government Program Manager, and/or servicing security activity. An updated listing shall be provided upon request.

8.3. Retention. The contractor shall provide a stable workforce, throughout the duration of the contract. No positions shall remain vacant for more than 30 calendar days. The government shall not be billed for positions left vacant over 30 calendar days unless the vacancy is due to government delay and otherwise approved by the CO.

8.4. Professionalism. The contractor shall:

8.4.1. Present a professional appearance, professional demeanor and conduct at all times

8.4.2. Effectively utilize soft skills to communicate

8.4.3. Function effectively and efficiently during extended periods of high pressure and stress

8.4.4. Function as an integral member of a team of highly trained professionals responsible for the safety and security of USAF personnel and resources

8.5. Freedom of Information Act (FOIA). All official Government records affected by this contract are subject to the provisions of the FOIA (5 U.S.C. 552/DoD 5400.7-R/AF Supplement). Any request received by the contractor for access/release of information from these records to the public (including government/contractor employees acting as private citizens), whether oral or in writing, shall be immediately brought to the attention of the contracting officer for forwarding to the FOIA Manager to ensure proper processing and compliance with the Act.

8.6. For Official Use Only (FOUO). The contractor shall comply with DoD 5400-7-R, Chapter 4, DoD Freedom of Information Act (FOIA) Program requirements. This regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material.

8.7. Privacy Act. Performance on this contract may require that personnel have access to information protected by the Privacy Act. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations when handling such information.

8.8. Records. All records created and received by the contractor in the performance of this contract shall be maintained and readily accessible. Records shall remain the property of the Government.

8.9. Safety Concerns. The contractor is solely responsible for compliance with OSHA standards for the protection of their employees. The Government is not responsible for ensuring that contractors comply with "personal" safety

requirements that do not present the potential to damage Government resources.

- 8.10. Project Policy.** The contractor shall comply with all industry standards. All work shall be done in accordance with all federal, local, and state laws and regulations.
- 8.11. Inherently Governmental Functions.** The contractor shall not perform inherently governmental functions as defined in FAR Subpart 7.5 in relation to this PWS.
- 8.12. Ethics.** The contractor shall not employ any person who is an employee of the US Government if employing that person would create a conflict of interest. Additionally, the contractor shall not employ any person who is an employee of the Department of the Air Force, either military or civilian, unless such person seeks and receives approval according to DoDD 5500-7, Joint Ethics Regulation.
- 8.13. Organizational Conflicts of Interest.** For the sake of preventing organizational conflicts of interest (OCI), the contractor shall not compete for any other contracts that are solicited by AFDW/PK during the performance period of resulting award.
- 8.14. Professional Appearance of Work Space.** The Contractor shall keep work space areas neat and orderly and avoid conditions leading to safety violations.
- 8.15. Non-Personal Services.** The Government will not supervise or task contractor employees in any manner that generates actions of the nature of personal services, or that creates the perception of personal services. It is the responsibility of the contractor to manage its employees directly and to guard against any actions that are of the nature of personal services, or give the perception of personal services to the Government or to Government personnel. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it is the contractor's responsibility to notify the contracting officer immediately. Non-personal contractor services shall not be used to perform work of a policy/decision making or management nature.
- 8.16. Monthly Activity Report.** The contractor shall provide monthly status reports of employees as an attachment to all invoices in Wide-Area Workflow (WAWF) for payment. The monthly report shall include, at a minimum: contractor employee name and actions completed, completed closeouts, and the contract numbers for each completed action. The number of hours worked shall be listed for each employee.
- 8.17. Insurance Requirements.** In accordance with FAR Clause 52.228-5 Insurance – Work on a Government Installation, the following are the kinds and minimum amounts of insurance required for the performance of this contract:
- 8.18. Worker's Compensation Insurance.** Coverage obtained in amounts compliant with the minimum amounts required by state law.

- 8.19.** Employer's Liability Insurance. Coverage obtained in amounts compliant with the minimum amounts required by state law.
- 8.20.** Comprehensive General Liability Insurance. Coverage obtained in amounts compliant with the minimum amounts required by state law.
- 8.21.** Comprehensive Automotive Liability Insurance. Contract personnel who will be driving on base must maintain comprehensive automotive liability insurance in compliance with minimum amounts required by state law.
- 8.22.** Government will provide adequate day-to-day contractor oversight for each employee assigned to the 11th Contracting Squadron.
- 8.23.** 11th CONS personnel will not be directly involved in the processes of hiring, selecting/non-selecting, work related discipline, approving work schedules/absences, labor-management issues, career planning , or compensation for any individual working or with potential to work under this PWS.
- 8.24.** Contractor personnel will not be instructed on-the-job or in classes at Government expense in basic or generic skills/techniques under this contract. Instruction in organization or site-specific procedures will be provided by a hosting organization. Contractor employees may be included in 11th Contracting Squadron, AFDW or NCR sponsored specialized training provided/purchased for Government purposes (i.e. change in mission, procedures, and equipment), on a space available basis or at a prorated cost to the contractor, at the discretion of the user organization and subject to workloads, cost and other 11 CONS considerations.
- 8.25.** The contractor shall be responsible for all other employee training required for the performance of the PWS and shall ensure that employees stay current and proficient in their areas of responsibility. The contractor shall obtain all required training and shall be responsible for all costs associated with its employees training. This training may be on equipment, systems, processes, safety, security, or other areas as requirements develop.
- 8.26.** Contractor Identification: Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract. Contractor supplied badges shall be worn by contractor and subcontractor personnel and be visible at all times. Contractor occupied facilities (on Government installations) such as offices, separate rooms, or cubicles must be clearly identified with contractor supplied signs, name plates or other identification, showing that these are work areas for contractor or subcontractor personnel.
- 8.27.** Privacy: Contractor personnel are to be expected to sign a non-disclosure agreement. Performance on this contract requires that personnel have access to Privacy Information. Contractor personnel are expected to observe rules and regulations regarding physical security and appropriate document handling, and

adherence to the Privacy Act, title 5 of the U.S. Code, Section 552a and other applicable agency rules and regulations.

- 8.28.** Computer Security and Privacy Requirements: The 11th Contracting Squadron will ensure all employees involved in the management, use, design, development, maintenance, or operation of an application or automated information system, are informed of their security responsibilities based on their need-to-know and trained to fulfill them. Training content shall assure that all employees are versed in the rules and requirements pertaining to security of the respective Federal IT systems, which they access, operate, or manage. Training shall be consistent with guidance issued by the OMB and NIST Special Publication 800-16. New employees must complete training within 30 days of hire. The following training (not all inclusive) is required at least annually or whenever there is a significant change in: information protection, force protection, human relations, and sexual assault prevention.
- 8.29.** Public Law-474, Title 18, United States Code prohibits unauthorized access to United States Government Computer Systems and software. Public Law 99-474 and Chapter XXI, Section 1030 states that: Whoever knowingly, or intentionally accesses a computer without authorization or exceeds authorized access, and by means of such conducts, obtains, alters, damages, destroys, or discloses information or prevents authorized use of (data or a computer owned by or operated for) Government of the United States shall be punished by a fine under this title or imprisonment for not more than 10 years, or both.
- 8.30.** All activities on Government systems and networks may be monitored, intercepted, recorded, read, copied or captured in any manner and disclosed in any manner, by authorized personnel. THERE IS NO RIGHT OF PRIVACY IN THIS SYSTEM. System personnel may give to law enforcement officials and potential evidence of crime found on United States Air Force (USAF) computer systems. USE OF THIS SYSTEM BY ANY OTHER USER, AUTHORIZED OR UNAUTHORIZED, CONSTITUTES CONSENT TO THIS MONITORING, INTERCEPTION, RECORDING, READING, COPYING OR CAPTURING AND DISCLOSURE. REPORT UNAUTHORIZED USE TO INFORMATION SYSTEMS SECURITY OFFICER AS DESIGNATED BY THE COR.