# PERFORMANCE WORK STATEMENT (PWS) FOR GENERAL AUDIENCE

solicitation release date: February 21, 2025

# 1.0 GENERAL

#### 1.1 BACKGROUND

The Great Lakes Oil Spill Center of Expertise's (GLCOE) purpose is to operationalize innovative ideas that improve freshwater and icy water oil spill responses. The GLCOE is an independent, non-operational body with a legislative mandate to conduct research in the domain of oil spill response. The functions of the GLCOE are to:

- Monitor and assess, on an ongoing basis, the current state of knowledge regarding freshwater oil response technologies and the behavior and effects of oil spills in the Great Lakes.
- Identify any specific gaps in the Great Lakes Oil spill research, including as assessment of major scientific or technological deficiencies in responses to past spills in the Great Lakes and other freshwater bodies, and seek to fill those gaps.
- Conduct research, development, testing, and evaluation for freshwater oil spill response
  equipment, technologies, and techniques to mitigate and respond to oil spills in the
  Great Lakes.

The GLCOE Fiscal Year (FY) 2026 Announcement is a funding opportunity to advance the capabilities and research of freshwater oil spill responses.

#### 1.2 SCOPE

The scope should address one of the four themes listed within solicitation 70Z02326RBAAGLCOE of the USCG's Great Lakes Oil Spill Center of Expertise (GLCOE) announcement: Freshwater Oil Spill Preparedness, Freshwater Oil Spill Response, Alternative Response Measures' Application in Freshwater, or Fundamental Freshwater Oil Spill Science and Response Technology Research.

# 1.3 OBJECTIVE

The objective is to conduct and advance research, development, testing, and evaluation of oil spill response knowledge, techniques, and tactics in freshwater and icy water environments.

#### 1.4 APPLICABLE DOCUMENTS

# 1.4.1 Compliance Document

The following document provide specifications, standards, or guidelines that must be complied with in order to meet the requirements of this contract:

Broad Agency Announcement No.: 70Z02326RBAAGLCOE

# 1.4.2 Reference Document

The following document may be helpful to the Contractor in performing the work described in this document:

LAST UPDATED: 03/21/2024 PAGE 1/8

Frank LoBiondo Coast Guard Authorization Act of 2018 - Section 807. [14 U.S.C. 313 note]

# 1.5 PERFORMANCE REQUIREMENTS SUMMARY

This contract includes a Performance Requirements Summary (PRS) at PWS 9.0. The PRS plays an integral role in the administration of the contract. In addition to any applicable inspection clauses or other related terms and conditions contained in the contract, the PRS must serve as a primary tool for inspection and acceptance of services as facilitated by the Contracting Officer's Representative (COR). Evaluation of the Contractor's overall performance must be in accordance with the performance standards set forth in the PRS, and will be conducted by the COR. The PRS constitutes a material aspect of the contract and will not be changed or otherwise modified without prior written approval of the Contracting Officer.

#### 2.0 SPECIFIC REQUIREMENTS/TASKS

#### 2.1 TASK ONE. Post Award Conference

The Contractor must attend a Post Award Conference with the Contracting Officer, COR, and GLCOE Project Manager no later than 14 business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the Contracting Officer, is to discuss technical and contracting objectives of this contract and review the Contractor's draft project plan. The Post Award Conference will be via teleconference.

# 2.1.1 Project Management Plan

The Contractor must provide a draft Project Management Plan (Deliverable 2) for the Post Award Conference for Government review and comment. The plan, at a minimum, must include: (a) list of work to be performed;(b) project schedule; (c) description of intended results; (d) role of key personnel, if applicable and (e) how quality of service (project) will be maintained throughout the life of contract. The Contractor must provide a final Project Plan to the COR not later than 14 business days after the Post Award Conference.

# 2.1.2 Data Management Plan

The Contractor must provide a draft Data Management Plan (Deliverable 3) at Post Award Conference for Government review and comment. The Contractor must provide a Final Data Management Plan to the COR and GLCOE Project Manager not later than 14 business days after the Post Award Conference. Raw data must be submitted to the GLCOE or appropriate Federal Data Repository through a Federal collaborator.

# 2.2 TASK TWO. Laboratory, Field, or Developmental Experiments

(If applicable) The Contractor may conduct laboratory, field, or developmental experiments.

#### 2.3 TASK THREE. Validation/Demonstration

(If applicable) The Contractor may validate or demonstrate the methods in a freshwater field trial and/or GLCOE approved simulation.

# 2.4 TASK FOUR. Other

(If applicable) The Contractor may select other methodologies to fulfill the technical requirements for the GLCOE announcement.

# 2.5 TASK FIVE. Progress Reporting and Deliverables Archive

LAST UPDATED: 03/21/2024 PAGE 2/8

# 2.5.1 Progress Meetings

The Lead Principal Investigator must meet with the COR or GLCOE Project Manager, at a minimum, on a monthly basis to discuss progress, exchange information and resolve emergent technical problems and issues. These meetings will take place via virtual platform or in-person. Progress Meeting Minutes (Deliverable 4) must be provided within five days of the meeting.

# 2.5.2 Quarterly Progress Report

The Lead Principal Investigator must provide a Quarterly Progress Report (Deliverable 5) to the Contracting Officer, COR and GLCOE Project Manager via electronic mail and may be invited to present the progress on a virtual platform. This report must include a summary of all Contractor work performed, all costs, an assessment of technical progress, schedule status, any travel conducted and any Contractor concerns or recommendations for the previous or future reporting period.

#### 2.5.3 Annual Collaborative

The Contractor must select a representative to attend the Annual Collaborative that will be held at the Great Lakes Oil Spill Center of Expertise in Summer of 2026.

# 2.5.4 Final Report

The Contractor must provide a Final Report (Deliverable 6) of the project in electronic format.

#### 2.5.5 Deliverables Archive

The Contractor must provide a Deliverables Archive (Deliverable 7) in electronic format of all deliverables generated during the course of this tasking.

# 3.0 CONTRACTOR PERSONNEL

#### 3.1 QUALIFIED PERSONNEL

The Contractor must provide qualified personnel to perform all requirements specified in this PWS.

# 3.2 KEY PERSONNEL

Before replacing any individual designated as *Key* by the Government, the Contractor must notify the Contracting Officer no less than 15 business days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes must possess qualifications equal to or superior to those of the *Key* person being replaced, unless otherwise approved by the Contracting Officer. The Contractor must not replace *Key* Contractor personnel without approval from the Contracting Officer. The following Contractor personnel are designated as *Key* for this requirement. Note: The Government may designate additional Contractor personnel as *Key* at the time of award.

Lead Principal Investigator

# 3.3 LEAD PRINCIPAL INVESTIGATOR (PI)

The Contractor must provide a Lead Principal Investigator who must be responsible for all Contractor work performed under this PWS. The Lead PI must be a single point of contact for the Contracting Officer, COR, and GLCOE Project Manager. The name of the Lead PI, and the name(s) of any alternate(s) who must act for the Contractor in the absence of the Lead PI, must be provided to the Government as part of the Contractor's proposal. The Lead PI is further designated as *Key* by the Government. During any absence of the Lead PI, only one alternate must have full authority to act for the Contractor on all matters relating to work performed under

LAST UPDATED: 03/21/2024 PAGE 3/8

this contract. The Lead PI and all designated alternates must be able to read, write, speak and understand English. Additionally, the Contractor must not replace the Lead PI without prior approval from the Contracting Officer.

**3.3.1** The Lead Principal Investigator must be available to the COR and GLCOE Project Manager via telephone between the hours of 1000 and 1700 EST, Monday through Friday, and must respond to a request for discussion or resolution of technical problems within 72 hours of notification.

# 3.4 EMPLOYEE IDENTIFICATION

- **3.4.1** Contractor employees visiting Government facilities must abide by facility procedures and identification. This may include, but is not limited to an identification badge that, at a minimum, displays the Contractor name, the employee's photo, name, clearance-level and badge expiration date. Visiting Contractor employees must comply with all Government escort rules and requirements. All Contractor employees must identify themselves as Contractors when their status is not readily apparent and display all identification and visitor badges in plain view above the waist at all times.
- **3.4.2** Contractor employees working on-site at Government facilities must comply with the site procedures and regulations. All Contractor employees must identify themselves as Contractors when their status is not readily apparent (in meetings, when answering Government telephones, in e-mail messages, etc.).

#### 3.5 EMPLOYEE CONDUCT

Contractor's employees must comply with all applicable Government regulations, policies and procedures (e.g., fire, safety, sanitation, environmental protection, security, "off limits" areas, and possession of weapons) when visiting or working at Government facilities. The Contractor must ensure Contractor employees present a professional appearance at all times and that their conduct must not reflect discredit on the United States or the Department of Homeland Security. The Lead PI must ensure Contractor employees understand and abide by Department of Homeland Security established rules, regulations and policies concerning safety and security.

# 3.6 REMOVING EMPLOYEES FOR MISCONDUCT OR SECURITY REASONS

The Government may, at its sole discretion (via the Contracting Officer Representative), direct the Contractor to remove any Contractor employee from DHS facilities for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the contract. The Contracting Officer Representative will provide the Contractor with a written explanation to support any request to remove an employee.

## 4.0 OTHER APPLICABLE CONDITIONS

## 4.1 PERIOD OF PERFORMANCE

The period of performance for this contract is one year from the date of award, unless a different start date is negotiated.

#### 4.2 PLACE OF PERFORMANCE

The primary place of performance will be the Contractor's facilities, unless otherwise negotiated.

LAST UPDATED: 03/21/2024 PAGE 4/8

#### 4.3 TRAVEL

Contractor travel may be required to support this requirement. All travel required by the Government outside the local commuting area(s) will be reimbursed to the Contractor in accordance with FAR 31.205-46, Travel Costs. The Contractor must be responsible for obtaining COR approval (electronic mail is acceptable) for all reimbursable travel in advance of each travel event.

#### 4.4 PUBLICATIONS/PRESENTATIONS

If creating a publication or presenting the data from the project, the Contractor must add the following:

**FUNDING:** "This work has been funded solely, or in part, by the U.S. Coast Guard Great Lakes Oil Spill Center of Expertise."

**DISCLAIMER:** "The views expressed are those of the authors and do not necessarily reflect the views or policies of the U.S. Coast Guard or the Department of Homeland Security. Any mention of trade names, products, or services does not imply an endorsement or recommendation by the U.S. Government or the U.S. Coast Guard."

# 4.5 GENERAL REPORT REQUIREMENTS

The Contractor must provide all written reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Microsoft Office Applications).

# 4.6 SECTION 508 COMPLIANCE

Section 508 of the Rehabilitation Act (classified to 29 U.S.C. § 794d) requires that when Federal agencies develop, procure, maintain, or use information and communications technology (ICT), it must be accessible to people with disabilities. Federal employees and members of the public with disabilities must be afforded access to and use of information and data comparable to that of Federal employees and members of the public without disabilities.

All products, platforms and services delivered as part of this work statement that, by definition, are deemed ICT must conform to the revised regulatory implementation of Section 508 Standards, which are located at 36 C.F.R. § 1194.1 & Appendixes A, C & D, and available at <a href="https://www.ecfr.gov/cgi-bin/text-">https://www.ecfr.gov/cgi-bin/text-</a>

<u>idx?SID=e1c6735e25593339a9db63534259d8ec&mc=true&node=pt36.3.1194&rgn=div5</u>. In the revised regulation, ICT replaced the term electronic and information technology (EIT) used in the original 508 standards. ICT includes IT and other equipment.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions must be sent to the Contracting Officer and a determination will be made according to DHS Directive 139-05, Office of Accessible Systems and Technology, dated November 12, 2018 and DHS Instruction 139-05-001, Managing the Accessible Systems and Technology Program, dated November 20, 2018, or any successor publication.

# **4.6.1 Section 508 applicability to Information and Communications Technology (ICT):** Reports, Training Materials, and Presentations/Briefs

Applicable Exception: N/A Authorization #: N/A

Applicable Functional Performance Criteria: Does not apply

LAST UPDATED: 03/21/2024 PAGE 5/8

# PERFORMANCE WORK STATEMENT

Applicable 508 requirements for electronic content features and components (including but not limited to Internet or Intranet website; Electronic documents; Electronic forms; Electronic surveys; Electronic reports; Electronic training materials; Multimedia (video/audio); Interactive maps): All requirements in E205 apply, including all WCAG 2.0 Level A and AA Success Criteria apply as specified in E205

Applicable 508 requirements for software features and components: Does not apply

Applicable 508 requirements for hardware features and components: Does not apply

Applicable 508 requirements for support services and documentation: All requirements in Chapter 6 apply

**4.6.2 Section 508 Accessibility Conformance Reports**: For each ICT item offered through this contract (including commercially available products, and solutions consisting of ICT that are developed or modified pursuant to this contract), the Offeror must provide an Accessibility Conformance Report (ACR) to document conformance claims against the applicable Section 508 standards. The ACR must be based on the Voluntary Product Accessibility Template Version 2.0 508 (or successor versions). The template can be found at <a href="https://www.itic.org/policy/accessibility/vpat">https://www.itic.org/policy/accessibility/vpat</a>. Each ACR must be completed by following all of the instructions provided in the template, including an explanation of the validation method used as a basis for the conformance claims in the report.

#### 5.0 GOVERNMENT FURNISHED RESOURCES

The Government will not furnish any resources to the Contractor in support of this contract.

#### **6.0 CONTRACTOR FURNISHED PROPERTY**

The Contractor must furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract.

# 7.0 GOVERNMENT ACCEPTANCE PERIOD

The COR will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

- **7.1** The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.
- **7.2** The COR will have 5 business days to review deliverables and make comments. The Contractor must have 5 business days to make corrections and redeliver.
- **7.3** All other review times and schedules for deliverables must be agreed upon by the parties based on the final approved Project Management Plan. The Contractor must be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor must work with personnel reviewing the deliverables to assure that the established schedule is maintained.

LAST UPDATED: 03/21/2024 PAGE 6/8

# 8.0 DELIVERABLES

The Contractor must consider items in *italics* as deliverables or events that must be reviewed and/or approved by the COR prior to proceeding to next deliverable or event in this PWS.

PWS DELIVERABLE NUMBER	PWS REFERENCE	DELIVERABLE / EVENT	DUE BY	DISTRIBUTION
1	2.1	Post Award Conference Meeting Minutes	Five (5) days following meeting	GLCOE Project Manager
2	2.1.1	Final Project Management Plan	Fourteen (14) days following Post Award Conference	COR, Contracting Officer, GLCOE Project Manager
3	2.1.2	Final Data Management Plan	Fourteen (14) days following Post Award Conference	COR, Contracting Officer, GLCOE Project Manager
4	2.5.1	Progress Meeting Minutes	Five (5) days following meeting	GLCOE Project Manager, COR
5	2.5.2	Quarterly Progress Report	Every three (3) months	GLCOE Project Manager, COR
6	2.5.4	Final Report	End of PoP	GLCOE Project Manager, COR
7	2.5.5	Deliverables Archive	Before Project Closeout	COR, Contracting Officer, GLCOE Project Manager

LAST UPDATED: 03/21/2024 PAGE 7/8

# 9.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS establishes key elements of Contractor performance that represent "mission essential" service requirements, which are identified in the table below in the "Service Output" column. The "Performance Objective" column represents the standard against which Contractor performance will be measured in relation to accomplishment of the corresponding service output. The performance objective or "standard" describes the minimum acceptable level of service by the Contractor for satisfactory performance. The "Acceptable Quality Level (AQL)" column displays the maximum allowable deviation from the performance objective, which, if exceeded, evokes the negative incentive specified in the table below.

Service Output	Performance Objective	Acceptable Quality Level (AQL)	Positive Incentive	Negative incentive
Quality and Timely     Deliverables (PWS 8.0)	Research, develop, prepare, compile and submit quality deliverables. Must not require substantive corrections or revisions.	No deviation unless approved in advance by the COR.	Contractor's ability to meet performance requirements will be reflected in the Contractor's past performance evaluation.	Failure to meet schedule or provide acceptable deliverables will result in corrective action as determined appropriate by the Contracting Officer in consultation with the COR. The range of possible actions include but are not limited to reperformance of work, withholding payment, renegotiating the schedule, and partial or total termination for convenience/default.
2. On-Time Monthly & Quarterly Progress Reports (PWS 2.5)	No progress report is delayed by more than one business day.			
3. Effective Resource Planning (PWS 2.1.1, 2.1.2)	Manage, retain, and reference project documents that are compiled throughout the performance period. Contractor will be flexible to the government's evolving requirements and adaptations.			