


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 29	
2. CONTRACT NO. HQ0034-09-A-3011-P00003		3. AWARD/EFFECTIVE DATE 01-Feb-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901  TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION, UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030		CODE HQ0287		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR NORTHROP GRUMMAN SPACE & MISSION SYSTEMS KIA HEIDARI 2340 DULLES CORNER BOULEVARD HERNDON VA 20171-3415  TEL. 703-561-4824		CODE 1V4X9  FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			
<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 checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$0.00</b>	
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> 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 HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> 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) 		31c. DATE SIGNED 30-Jan-2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JONATHAN BECKER / CONTRACTING OFFICER TEL: 703-696-3997 EMAIL: jonathan.becker@whs.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 29	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42a. RECEIVED BY <i>(Print)</i>			
		42b. RECEIVED AT <i>(Location)</i>			
		42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

BPA INFORMATION

## BLANKET PURCHASE AGREEMENT (BPA)

Scope

The purpose of this BPA is to provide a broad range of non-personal, professional and executive-level mission support services to the Washington Headquarters Services (WHS), Office of the Secretary of Defense (OSD) and, potentially other Department of Defense offices supported by WHS Acquisition and Procurement Office. The original BPA competition awarded a total of five (5) Blanket Purchase Agreements (BPAs), with firm-fixed price and time and material task orders, for mission support services. The requirements of the Task Orders will be provided under the Performance Work Statement (PWS), and specifically Section 5. Each offeror will provide a price proposal for all subsequent Task Orders, and this pricing data will be evaluated for purposes of all subsequent Task Order awards.

BPA Structure

The BPAs expire after five years, or at the end of the Federal Supply Services (FSS) contract period, whichever is earlier. The BPAs will include one base year and four (4) one-year options. The Government may extend the terms of the BPAs, in accordance with FAR 52.217-9, beyond the current period of performance by exercise of the next option. This will be accomplished by written notice to the Contractor no later than the commencement date of the option period of performance provided the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the agreement expires. The preliminary notice does not commit the Government to the extension.

The following Schedule applies to this agreement:

<u>Period of Performance</u>	<u>Dollar Threshold Capacity per Year</u>	<u>Performance Dates</u>
Base Year:	\$20,000,000.00	February 01, 2009 through January 31, 2010
Option Period 1:	\$20,000,000.00	February 01, 2010 through January 31, 2011
Option Period 2:	\$20,000,000.00	February 01, 2011 through January 31, 2012
Option Period 3:	\$20,000,000.00	February 01 2012 through January 31, 2013
Option Period 4:	\$20,000,000.00	February 01, 2013 through January 31, 2014

The total duration of the BPAs, including the exercise of options under this clause, shall not exceed the GSA FSS period of performance. The dollar limit of all the BPAs is \$100,000,000.00.

The BPAs shall be reviewed annually before the anniversary of their effective date and revised as necessary. The BPAs may be discontinued by either party upon thirty (30) days written notice.

Ordering

Orders will be placed by the Washington Headquarters Services Acquisition & Procurement Office. The ordering Contracting Officer shall ensure compliance with all rules and regulations. Instructions for proposals on task orders will be included in each task order. Orders shall be received and accepted via hardcopy, facsimile, or email. Proposal receipt will be via hardcopy, facsimile or email. Email is the preferred method of receipt.

When a task order is required, the Contracting Officer will issue a request for proposal from the BPA Contractors. The Contractors shall then submit a proposal to the Contracting Officer, and the Contracting Officer will evaluate proposals and award a task order to the winning offeror. Each task order shall be binding when issued by the Government.

Failure to reach agreement on the price for any task order for any order issued before the price is established will be considered to be a dispute under the Disputes clause.

#### Authorized BPA Contract Users

The principal users of the BPAs will be WHS, OSD and other Department of Defense offices as deemed appropriate by the Contracting Officer.

#### BPA Administrator

The administrator for the contract will be:

Washington Headquarters Services  
Acquisition & Procurement Office  
1700 N Moore Street, Suite 1425  
Arlington, VA 22209

#### Obligation of Funds

Funds will be obligated on individual orders placed against the BPAs. In accordance with FAR 16.702(c), no monetary obligation in the form of a minimum guarantee or otherwise will be made with the establishment of these BPAs.

The BPAs established as a result of this solicitation will not obligate any funds. Funds will only be obligated on individual orders against an established BPA.

#### Invoicing

The Contractor shall invoice monthly per task order unless otherwise directed in the specific task order.

#### BPA Pricing & Basis:

This BPA is established based on Northrop Grumman's MOBIS rates as reflected in proposal No. 08-01088-03-KH dated 12 January 2009 via GSA Contract No. GS-23F-8079H. All terms and conditions relating to this GSA schedule apply to this BPA. Orders against the BPA shall utilize the negotiated rate pricing in the attached tables. See attached.

#### Travel Policies and Procedures

It is anticipated that performance under the BPAs may require travel. All travel will be at the request of the government via the COR under specific task orders issued.

If travel is required outside the metro area, it will be addressed separately by task order.

Reimbursement for travel in conjunction with the performance of a task order under the BPA(s) will be in accordance with FAR 52.232-25.

PWS

Performance Work Statement  
For  
Mission Support Services  
For the  
Office of the Under Secretary of Defense/Acquisition, Technology and Logistics  
December 08, 2008

## 1.0. GENERAL INFORMATION

1.1. Description of Services/Introduction. The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform Mission support services as defined in this Performance Work Statement (PWS) except as Specified in Section 3.0 as government furnished property. The purpose of this BPA is to provide a broad range of non-personal, professional and executive-level mission support services to the Washington Headquarters Services (WHS), Office of the Secretary of Defense (OSD) and, potentially other Department of Defense offices supported by WHS Acquisition and Procurement Office (A&PO). The objective of this contract action is to acquire, through award of multiple award Blanket Purchase Agreements (BPAs), with firm-fixed-price task orders, professional and executive-level Mission support services primarily for the Office of the Under Secretary of Defense, Acquisition, Technology and Logistics (OUSD(AT&L)). The contractor shall perform to the standards in this contract.

1.2 This PWS describes Mission Support Services for various designated offices. All subsequent Task Orders will be presented under Section 5.0.

1.3 Objectives. The objective of this PWS is for the procurement of Mission Support Services to include the tasks of information technology (including web page development and maintenance and graphics support), planning, preparation, execution and administrative support to executive committee meetings and conferences; policy development, interpretation, and implementation; public relations and outreach; and research and analysis of modeling and simulation topics to support OUSD AT&L Offices. The contractor shall provide high quality technical, systems development, analytical, planning and administrative resources to support mission requirements.

1.4. Scope of Work. The task areas in this PWS require the contractor to provide in-depth knowledge of mission support services. The contractor shall provide both on-site and off-site support for routine and unforeseen events and requirements as directed by the contracting authority. The number, type, and essential skills for contractor personnel shall be dictated by the nature of the tasks in each task order. Task requirements will primarily be in support of the missions and functions of the Offices of the Under Secretary of Defense for Acquisition, Technology & Logistics, but may, as needed, also include support for other offices under the Office of the Under Secretary of Defense. The Contractor shall provide personnel during normal operations and during surge or special situations to accomplish the requirements specified in this document. The contractor shall efficiently and effectively manage the performance under this contract to ensure all the necessary technical, business, and administrative planning; organizing; managing; coordinating and tracking (e.g., cost, schedule, deliverables), performance management, systems engineering management, resource management, data management, and subcontract management required to perform all activities is accomplished, as required by this PWS. The contractor will identify a project manager as the focal point of contact for work to be performed under any resultant Task Orders.

The contractor should be prepared to have personnel on-site (e.g., in the Pentagon and other DC metro locations), as well as to provide extensive reach-back capability for policy development, analysis, workload surge requirements, and other necessary support.



1.5. Type of Contract/Period of Performance: The Government intends to award no more than five multiple award schedule BPAs. The period of performance for each awarded BPA shall be for one (1) Base Year consisting of 12 months and four (4) 1-year options. The Period of Performance (POP) reads as follows:

Base Year	TBD – one (1) year after contract award (ACA)
Option Year I	1 Year POP
Option Year II	1 Year POP
Option Year III	1 Year POP
Option Year IV	1 Year POP

#### 1.6 General Information

##### 1.6.1 Recognized Holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.2 Hours of Operation/Place of Performance: The contractor is responsible for conducting mission support between the hours of 8:00am to 5:00pm Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all requirements defined within this PWS when the Government facility is not closed for the above reasons. Contractors will be required to support mission support responsibilities at both government locations and the contractor's facilities. These locations include Government Sites within the National Capital Region; however, other off-site locations and telecommuting arrangements are allowable work locations upon the Government Representative approval. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

1.6.3 Security Requirements: For certain tasks, contractor personnel require a Defense Security Service issued Secret Clearance with a current investigation that must be maintained during the performance of this effort. In cases where additional security clearances will be required, the COR will inform the contract Project Manager to arrange for qualified personnel with the necessary clearance(s). A DD254 will be provided. See Section 4.2 for Task Order 0001 security requirements.

1.6.3.1 Physical Security. The Government will be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.3.2 Key Control. The Contractor shall follow established Government Office policies/procedures for safeguarding issued keys/keycards. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.3.2.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.3.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The contractor shall follow established Government Office policies/procedures for safeguarding issued keys/key cards. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.3.2.3 Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The contractor shall follow established Government Office policies/procedures for safeguarding keys/key cards.

1.6.4 Periodic Progress Meetings/Post Award Conference: The Contractor agrees to attend a post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

1.6.4.1 Contract Manager: The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

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

## PART 2 DEFINITIONS & ACRONYMS

*(This section includes all special terms and phrases used in the PWS. The definition must clearly establish what is meant. Each definition provided should be carefully considered, for that definition becomes binding for all requirements in the contract. This section should also contain a complete listing of all acronyms used, giving both the acronyms and the words represented by the acronym).*

**PWS** – Performance Work Statement

**Contracting Officer's Representative (COR)**: A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor

**Defective Service**. A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

**Quality Assurance Surveillance Plan (QASP)**. An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

**Quality Control**. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

**Quality Assurance**. Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.

**PART 3**  
**GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

**3.1 GENERAL.** The government will facilitate access of contractor staff to DoD offices, employees and data necessary to provide PWS deliverables. The Government will provide office space and normal office supplies and equipment for contractor personnel working at Government locations.

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel will not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer (CO). The contractor will not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

As determined by mutual agreement, the Government will provide additional property that may be required in the performance of this effort.

At the request of the Government, or at completion of this effort, the contractor will immediately return any Government-provided property, including any equipment, specialized or off-the-shelf software, and all other property provided by the Government for the contractor to use to complete this effort.

Upon commencement of this effort, unless otherwise indicated, the Government will provide the following property to the contractor:

**3.1.1 Government Furnished Information and Other Project Support**

The government will provide the contractors with access to relevant government facilities, studies, reports, data, and key staff as required to perform the Tasks contained in this PWS. The government will provide timely feedback and comments on contractor draft deliverables within ten (10) working days of receipt, to ensure final deliverables are received in a timely manner.

**3.2 Equipment:** As stated in para 3.1.

**3.3 Services:**

**3.3.1 Utilities.** All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

**3.4 Facilities:** When applicable, the Government will furnish the necessary workspace for the contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment. The contractor will be allowed access to the Government's facilities, as specified below:

- Pentagon, to include issuance of building passes to qualified contractor personnel supporting these tasks. Building pass/access requests shall identify the visit frequency requirement.
- Subsequent Task Order facilities: TBD



For subsequent Task Orders the government may initiate study or analytical support announcements and send these to appropriate service or agency points of contact to facilitate the contractor's access related to specific task requirements. These announcements will identify access and support requirement related to the task. The government may work with the services/agencies and the contractor to ensure timely access to facilities, documentation, data, models, etc., needed to carry out directed activities.

#### PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1 General: In fulfillment of this effort, the Contractor will provide the deliverables identified under Section 5.1.4, Table 1., entitled "Deliverables Schedule". All deliverables will be submitted to the COR, unless otherwise agreed upon. Unless otherwise specified, the Government will have a maximum of ten (10) calendar days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor will have a maximum of ten (10) calendar days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be calendar days unless otherwise specified..

The format for individual deliverables will be determined through consultation between the COR and the contractor at the orientation briefing and identified in writing then provided to the contracting office, COR, and the contractor. Products that reflect the contractor's analysis and opinion (e.g., studies or analyses) may be in contractor format. Products that are to be used by the government in the execution of their responsibilities (e.g., strategy documents, roadmaps, analysis and briefings) will be in a specified Government format. All documents will be provided in either hard copy or electronically as requested by the COR. Electronic documents will be provided in the appropriate Microsoft Office format (e.g., Word or PowerPoint); if appropriate, the Contractor may be asked to provide in compressed or PDF format.

4.2 Secret Facility Clearance: For all subsequent Task Orders, the Contractor shall possess or be eligible to receive and maintain a SECRET facility clearance from the Defense Security Service.

#### **POINTS OF CONTACT**

**Contractor:**

PART 5  
SPECIFIC TASKS  
TASK ORDER:  
TASK WORK STATEMENT (TWS)

5.1.0 TASK ORDER \_\_\_\_\_ – TBD

**Exhibit "A"**

**Quality Assurance Surveillance Plan**  
**Office of the Undersecretary of Defense**  
**Acquisition Technology and Logistics (OUSD (AT&L)),**

**Mission Support Services****FOR**

**Modeling and Simulation Coordination Office**  
**(M&S CO)**

**HQ0034-09-A-3010****Approved by:**

Kimberly F. Fernandez, Contracting Officer

**1. OVERVIEW**

**1.1 Purpose and Intent.** The purpose of this plan is to identify the methods and procedures the Government will use to ensure it receives the services under contract as identified in the Performance Work Statement (PWS). This plan will focus on the level of performance required by the PWS, not the methodology or process. Performance Objectives will be periodically monitored and the quality program evaluated, but the Contractor is left as free as possible to develop the most efficient processes to meet and exceed the required thresholds of service.

**1.2 Authority.** Authority for issuance of this Quality Assurance Surveillance Plan (QASP) is provided under the Inspection and Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative. **The Inspection of Services FAR Clauses 52.246-4 and 52.246-6 apply.**

**2. RESPONSIBILITIES**

**2.1** Government officials shall have responsibility for implementation as follows:

Contracting Officer (CO) – The Contracting Officer ensures performance of all necessary actions for effective contracting ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance and the Contractor Performance Assessment Reporting System (CPARS) reporting.

Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and assures proper Government surveillance and documentation of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

### 3. CONTRACT QUALITY REQUIREMENTS

**3.1 Quality Program.** The Quality Control Program shall ensure the government receives the level of quality that is consistent with the performance standards specified in PWS.

### 4. PERFORMANCE ASSESSMENT

**4.1 Purpose.** This section details the method(s) used to verify Contractor compliance with PWS requirements. The key elements of this process are the Contractor's quality program and Government identified Performance Objectives. The Performance Requirements of the contract dictate the suggested inspection and surveillance requirements the COR shall accomplish on a periodic basis. The procedures on how to document performance in a correct and effective manner are included below.

**4.2 Performance Assessment Approach.** To facilitate the performance assessment of the Contractor's quality program, the COR will verify Contractor compliance with the designated Performance Objectives of PWS. The intent of the performance assessment approach is to gain confidence in the Contractor's ability to provide satisfactory services and then adjusting the level of Performance assessment to a point that maintains confidence. This Performance assessment approach is subject to change based on the Contractor's performance. Methods of assessment or surveillance include, but are not limited to:

**4.2.1 100% Review** - This level of Review entails consideration of all performance requirements and deliverables established by and for the Performance Objective within a given timeframe.

**4.2.2 Random Monitoring** - Random monitoring consists of unspecified observations of some or all requirements and deliverables established by and for the Performance Objective within a given timeframe.

**4.2.3 Passive Monitoring** - Passive monitoring includes observations by other Government personnel to be substantiated by the COR, that relate to some or all requirements and deliverables established by and for the Performance Objective within a given timeframe. The handling of complaints is included in this method of surveillance.

**4.3 Annual Review.** The COR must review QASP Performance Objectives, assess their applicability and recommend the addition or subtraction of Performance Objectives as conditions warrant at least on an annual basis.

**4.4 Special Audits.** The COR must be alert to conditions that would warrant a special quality audit. Any time the COR observes that a functional area is out of acceptable tolerance or that the technical expertise is not available, a request for a functional area quality audit should be addressed to the Contractor.

**4.5 Performance Assessment Folders.** A Performance Assessment Folder must be created and maintained by the COR. The folder will be maintained in hard copy. The Performance assessment folder must contain the following sections and may contain other sections or information that the COR finds pertinent or necessary.

**4.5.1 Section 1. Approved QASP.**

**4.5.2 Section 2. ACTIVITY LOG.** A chronological log of actions taken in the accomplishment of Quality Assurance by the government based on assigned Performance Requirements. The purpose of this log is to provide a brief synopsis of an inspection of Contractor provided services or of a meeting with the contractor regarding performance in a given functional area. Documentation that supports activity log entries may be maintained in the RECORDS section of the Performance assessment folder. Also see Paragraph 6.2 regarding CPARS input.

**4.5.3 Section 3. CONTRACT.**

**4.5.4 Section 4. APPOINTMENT LETTERS.** This section shall include the COR's appointment letter and training certificates.

**4.5.5 Section 5. RECORDS.** A section used for filing all documentation associated with QA (e.g., Performance Assessment Log, correspondence, letters of interpretation from the CO and ACTIVITY LOG support documents).

**4.6 Performance Complaints.** When complaints are used as a method of performance assessment, the following should be completed by the COR:

- a. Advise the person(s) initiating the complaint of the type of service(s) that are to be provided by the Contractor per the contract.
- b. Gather all customer feedback.
- c. Conduct an investigation to determine the validity of any negative comments received. If the negative comment is not valid, inform the initiator(s) of the reason(s) why and carry on further correspondence if necessary. For valid negative comments, the COR will notify the Contractor to allow the opportunity for investigation and comment and/or rectification. The COR will determine appropriate documentation that may include annotations in the Activity Log, the Performance Assessment Log and/or other pertinent documentation included in the Records Section of the Performance Assessment Folder.
- d. Notify the initiator(s) of the corrective action taken by the contractor, if applicable.

Identified below are intended to be calendar days unless otherwise specified.

The format for individual deliverables will be determined through consultation between the COR and the contractor at the orientation briefing and identified in writing then provided to the contracting office, COR, and the contractor. Products that reflect the contractor's analysis and opinion (e.g., studies or analyses) may be in contractor format. Products that are to be used by the government in the execution of their responsibilities (e.g., strategy documents, roadmaps, analysis and briefings) will be in a specified Government format. All documents will be provided in either hard copy or electronically as requested by the COR. Electronic documents will be provided in the appropriate Microsoft Office format (e.g., Word or PowerPoint); if appropriate, the Contractor may be asked to provide in compressed or PDF format.



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Months		\$0.00

Mission Support Services  
FFP

The Contractor shall perform the requirements delineated in the attached PWS.  
SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					\$0.00

Funding CLIN 0001  
FFP  
Funding for CLIN 0001.  
SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		\$0.00

## Materials and Travel

The Contractor shall perform the requirements delineated in the attached PWS.  
SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Funding CLIN 0002 FFP Funding for CLIN 0002. SIGNAL CODE: A				\$0.00

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Mission Support Services		Months		\$0.00
EXERCISED OPTION	FFP The Contractor shall perform the requirements delineated in the attached PWS. SIGNAL CODE: A				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100101	Funding CLIN 1001				\$0.00
EXERCISED OPTION	FFP Funding for CLIN 1001.				

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NET AMT	\$0.00
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EXERCISED  
OPTION

Materials and Travel  
FFP  
The Contractor shall perform the requirements delineated in the attached PWS.  
SIGNAL CODE: A

NET AMT	\$0.00
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EXERCISED      Funding CLIN 1002  
OPTION          FFP  
Funding for CLIN 1002.  
SIGNAL CODE: A

NET AMT	\$0.00
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EXERCISED OPTION Mission Support Services  
FFP  
The Contractor shall perform the requirements delineated in the attached PWS.  
SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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200101

EXERCISED  
OPTIONFunding CLIN 2001  
FFP  
Funding for CLIN 2001.

\$0.00

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2002

EXERCISED  
OPTIONMaterials and Travel  
FFP  
The Contractor shall perform the requirements delineated in the attached PWS.  
SIGNAL CODE: ADollars,  
U.S.

\$0.00

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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200201

EXERCISED  
OPTIONFunding CLIN 2002  
FFP  
Funding for CLIN 2002.  
SIGNAL CODE: A

\$0.00

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001			Months		\$0.00
EXERCISED OPTION	Mission Support Services FFP The Contractor shall perform the requirements delineated in the attached PWS. SIGNAL CODE: A				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300101					\$0.00
EXERCISED OPTION	Funding CLIN 3001 FFP Funding for CLIN 3001. SIGNAL CODE: A				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002			Dollars, U.S.		\$0.00
EXERCISED OPTION	Materials and Travel FFP The Contractor shall perform the requirements delineated in the attached PWS. SIGNAL CODE: A				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300201					\$0.00
EXERCISED	Funding CLIN 3002				
OPTION	FFP				
	Funding for CLIN 3002.				
	SIGNAL CODE: A				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001			Months		\$0.00
OPTION	Mission Support Services				
	FFP				
	The Contractor shall perform the requirements delineated in the attached PWS.				
	SIGNAL CODE: A				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400101					\$0.00
OPTION	Funding CLIN 4001				
	FFP				
	Funding for CLIN 4001.				
	SIGNAL CODE: A				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002			Dollars, U.S.		\$0.00

OPTION	Materials and Travel FFP The Contractor shall perform the requirements delineated in the attached PWS. SIGNAL CODE: A				
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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400201					\$0.00

	Funding CLIN 4002 FFP Funding for CLIN 4002. SIGNAL CODE: A				
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NET AMT	\$0.00
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#### CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0.00	\$0.00		\$100,000,000.00

#### 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		\$		\$
1001		\$		\$
100101		\$		\$
1002		\$		\$
100201		\$		\$
2001		\$		\$
200101		\$		\$
2002		\$		\$
200201		\$		\$
3001		\$		\$
300101		\$		\$
3002		\$		\$
300201		\$		\$
4001		\$		\$
400101		\$		\$
4002		\$		\$
400201		\$		\$

## 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	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
000201	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
100101	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
100201	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
200101	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
200201	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
300101	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
300201	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
400101	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
400201	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-FEB-2009 TO 31-JAN-2010	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON, DC 20301-3030 FOB: Destination	HQ0287
000101	POP 01-FEB-2009 TO 31-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
0002	N/A	N/A	N/A	N/A
000201	POP 01-FEB-2009 TO 31-JAN-2010	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

1001	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
100101	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
1002	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
100201	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2001	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
200101	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2002	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
200201	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
3001	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
300101	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
3002	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
300201	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
4001	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
400101	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
4002	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
400201	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options  
52.217-8 Option To Extend Services

JUL 1990  
NOV 1999



52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.227-14	Rights in Data--General	DEC 2007
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.237-3	Continuity Of Services	JAN 1991

## CLAUSES INCORPORATED BY FULL TEXT

### CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2007)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

### INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov/> and (ii) register to use WAWF-RA at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at <http://wawf.eb.mil>.

**The contractor is directed to select either “Invoice as 2-in-1” for services only or “Invoice and Receiving Report (Combo)” for supplies or any combination of goods and services.** Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

Back up documentation may be attached to the invoice in WAWF under the “Misc Info” tab. Fill in all applicable information under each tab.

The following required information should automatically pre-populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

“Issue by DoDAAC” field enter **HQ0034**

“Admin DoDAAC” field enter **HQ0034**

“Payment DoDAAC” field enter **HQ0338**

“Service Acceptor/Extension” or “Ship to/ Extension” field enter **HQ0034 OSDTM5**

“Inspect By DoDAAC/ EXT” fields **HQ0287**

“LPO DoDAAC/ EXT” fields - Leave blank

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information. The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- **Item Number:** If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- **ACRN:** Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

*Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.*

- **Unit Price**
- **Unit of Measure**

Shipment numbers must be formatted as follows:

**Three (3) alpha characters followed by four (4) numeric characters.**

For Services, enter ‘SER’ followed by the last 4 digits of the invoice number.

For Construction, enter ‘CON’ followed by the last 4 digits of the invoice number.

For Supplies, enter ‘SUP’ followed by the last 4 digits of the invoice number.

If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address [michael.sanders@osd.mil](mailto:michael.sanders@osd.mil), [kim.fernandez@whs.mil](mailto:kim.fernandez@whs.mil), and [kennette.meneses@whs.mil](mailto:kennette.meneses@whs.mil) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

## OCI

### ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

- (1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to any work issued pursuant to this agreement;
- (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information regarding the Government's program plans and actual or anticipated resources; and
- (3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for the purposes of this clause is any information considered to be so valuable by its owner that it is held in secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information after the completion of this contract, or until such information is released or otherwise made available to the public, which ever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(2) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to



exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement that shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

- c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract," "Contractor," and "Contracting Officer," will be appropriately modified to preserve the Government's rights.
- d. Disclosures: If the Contractor discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall be made on the OCI Analysis/ Disclosure Form provided as an Attachment to this agreement, and shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.
- e. Remedies and Waiver:
  - (1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or the contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for the convenience of the Government if such termination is deemed to be in the best interest of the Government.

#### SB PARTICIPATION/REPORTING

##### Socio-Economic Program Business Participation/Reporting

The Government wishes to cultivate socio-economic business sources in support of OUSD AT&L requirements. To that end, the Government intends to actively monitor each BPA holder's efforts to include socio-economic program participation under all awarded Task Orders. For purposes of BPA evaluations, the offeror shall provide historical data pertaining to the DoD's socio-economic goals. Specifically, the offeror shall illustrate its previous use of socio-economic program businesses in the form of subcontractor or teaming arrangements under previous acquisitions with a federal agency or private industry. For purposes of Task Order 0001 evaluations, the offeror shall provide its plan for utilization of socio-economic program businesses in the performance of Task Order 0001.

For Task Order 0001 and all subsequent Task Orders awarded against the multiple BPAs, and on a quarterly basis, each Contractor shall report on small business participation under awarded Task Orders. This quarterly report must show both total task order dollars and total small business dollars in each socio-economic category for each task order. Using this data, the contractor shall also measure and calculate the afore-mentioned small business participation as a percentage of total Task Order dollars in each socio-economic category for each task order. In the event a Task Order contains little or no small business participation, the Contractor shall include an explanation regarding why small business(es) are not participating in the performance of that order.

Report results will be objectively reviewed against WHS Subcontracting Goals set forth below; and the Contractors demonstrated commitment to supporting the Governments goal of cultivating small business sources in support of OUSD AT&L will also be evaluated.

WHS Subcontracting Goals

Small business	41%
Small-disadvantaged business	15%
Woman-owned small business	6.5%
HUB Zone	4.5%
Service-Disabled Veteran-Owned Small Business	3%

The Contractor's results under any awarded task orders will be included in any past performance reporting that may be requested against this BPA.

KEY PERSONNEL**KEY PERSONNEL**

(a) The Contractor shall notify the Contracting Officer prior to making any changes in personnel assigned to key positions. The key positions are defined as:

- (1) Senior Data Analyst
- (2) Senior Tools Analyst
- (3) Senior Services Analyst
- (4) Senior Services Policy Analyst (International Programs and Standards)
- (5) Lead Coordinator
- (6) Secretariat Analyst

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer as soon as possible after the occurrence of any of these events and provide the information required below. After the initial ninety (90) calendar day period, the Contractor may propose substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the Contracting Officer that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel originally identified for the position. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on proposed substitutions.

NONDISCLOSURE

In the course of performance pursuant to this contract, the contractor will access nonpublic information, including Planning, Programming, Budgeting and Execution (PPBE) information. Contractor agrees that it will not use or disclose any such information unless authorized by the COR/CO. Contractor further agrees that it will use its best efforts to ensure that its employees and others performing services under this contract will not use or disclose any such information unless authorized by the COR/CO. To that end, Contractor agrees that each of its employees and other performing duties under this bridge contract will sign the Certificate of Nondisclosure set forth below.

**Nondisclosure Agreement  
For Contract HQ0034-09-A-3011**

My duties include work assignments and responsibilities in which I may acquire personal knowledge of or access to information concerning the development of recommendations relating to the M&S CO Mission Support Services in



support of Contract HQ0034-09-A-3010. I understand and agree that it is my duty and obligation to comply with the provisions of this Agreement respecting such information and that my violation of this Agreement may result in disciplinary action, including termination from my position.

1. I understand that the development of any information, written or oral, pursuant to this study is an official and sensitive deliberative process. "Written" information includes all electronic and hard copy forms of communication to or from the DoD whether public, official, non-official, confidential, privileged, sensitive or classified. I further understand that the development of such information is not limited to final document or products, but also, includes all draft and feeder documents, briefings and notes, as well as any other related oral or written communication.

2. The general public and all levels of government have a right to expect and trust that the process will be conducted objectively and impartially. Any unauthorized disclosure of information undermines that expectation and trust and therefore, is prohibited. Unauthorized disclosures may also constitute a violation of law, and a violation of Department of Defense (or other agency) directives, regulations, policies or guidance. **I hereby promise not to disclose any study related information, except as specifically authorized.**

3. I further understand that any document or any other written communication whether draft or final, is the official property and record of the DoD and shall be retained, disseminated, released, and destroyed in accordance with requirements of law and applicable laws, directives, regulations, instructions, policies or guidance.

4. I understand that the provisions of this Agreement bind me personally until DoD makes public the report, as may be amended, even if I am reassigned to other duties or stations, retire, or otherwise cease employment or any contract, agency, or other relationship or association with "contractor firm".

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### ADR

#### ALTERNATE DISPUTE RESOLUTION

The parties to this contract agree that swift, inexpensive and amicable resolution of disagreements is in our mutual interest. The parties further agree that Alternate Disputes Resolution (ADR) can contribute significantly to the shared goal of resolving disagreements swiftly and efficiently. Therefore, the parties agree to the non-binding use of ADR in an effort to seek final disposition of disagreements within the timeframes set forth below:

<u>Resolution Amount in Controversy</u>	<u>Period after Receipt of Written Notice</u>
\$250K or less	Not to exceed 60 days
\$250,001K-\$1M	Not to exceed 90 days
Over \$1M	Not to exceed 120 days

The parties agree that one or more of the following ADR methods may be utilized; mediation, arbitration, mini-trial, establishment of an Executive Dispute Resolution Committee consisting of principals of the owner and the builder, establishment of a standing Dispute Resolution Board made up of impartial third parties (each party shall elect one member and the third shall be elected by the two party-designated members) at any time during contract performance. The parties further agree that the use of ADR is entirely voluntary and nothing in this provision shall affect the rights of either party under the clause entitled "Disputes," FAR 52.233-1.