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Section SF 1449 - CONTINUATION SHEET

DELETED T & M REFERENCES

- A. Page 3 of 44 Section Entitled "Scope" time- and- material call orders,
- B. Page 9 of 44 Section Entitled "Clauses Incorporated by Reference" Clause 52.232-7 and Clause 52.246-6
- C. Page 20 of 44 Section 1.0, Entitled "Introduction" Time and Material Call Orders
- D. Page 41 of 44 Section 1.2, Entitled "Authority" Clause 52.246.6

All other terms and conditions of the original order remain unchanged.

CMRL FOR CONTRACT PWS

CONTRACTOR MANPOWER REPORTING LANGUAGE FOR CONTRACT PERFORMANCE WORK STATEMENTS

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the DASD, Systems Engineering via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <u>http://www.ecmra.mil/</u>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported anytime during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: <u>http://www.ecmra.mil/</u>

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS |
|------|---------------|----------|-----------------|
|------|---------------|----------|-----------------|

UIC

CLAUSES INCORPORATED BY REFERENCE

| 52.204-2 | Security Requirements | AUG 1996 |
|---------------------|--|-----------|
| 52.204-9 | Personal Identity Verification of Contractor Personnel | SEP 2007. |
| 52.222-99 (Dev) | Notification of Employee Rights under the National Labor Relations Act (DEVIATION 2010-00013) | JUN 2010 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.232-1 | Payments | APR 1984 |
| 52.233-1 Alt I | Disputes (Jul 2002) - Alternate I | DEC 1991 |
| 52.237-3 | Continuity Of Services | JAN 1991. |
| 52.246-4 | Inspection Of ServicesFixed Price | AUG 1996 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.227-7013 Alt II | Rights in Technical DataNoncommercial Items (Nov 1995) | NOV 2009 |
| | Alternate II | |
| 252.232-7003. | Electronic Submission of Payment Requests and Receiving | MAR 2008 |
| | Reports | |

CLAUSES INCORPORATED BY FULL TEXT

WHS A&PO WAWF INVOICING INSTRUCTIONS (Apr 2010)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition & Procurement Office (WHS A&PO) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at <u>https://wawf.eb.mil</u>, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. 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) is no longer permitted.

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <u>http://www.cer.gov/</u> and register to use WAWF at <u>https://wawf.eb.mil</u> within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at <u>http://wawf.eb.mil</u>.

The contractor is directed to submit the following invoice type:

2-n-1 - Services Only, including Construction

**Do NOT use the WAWF Construction invoice type – it is not permitted for invoices paid in the MOCAS system

Back up documentation may be attached to the invoice in WAWE under the "Mise Info" tab. . Fill in all applicable information under each tab.

With the exception of extensions, the following required information should automatically populate in WAWF; if it does not populate, or does not populate completely or correctly, enter the following information as noted:

| Contract Number | HQ0034-11-A-0003 |
|-----------------|------------------|
| Delivery Order | |
| Pay DoDAAC | HQ0347 |

| Issue By DoDAAC | HQ0034 | | |
|--------------------------------------|---------------|--|--|
| Admin By DoDAAC | HQ0034 | | |
| Inspect By DoDAAC/Extention | HQ0157 | | |
| Service Acceptor DODAAC/Extension or | | | |
| Ship to DODAAC/Extension or | HOUGHAOCOTHA | | |
| Service Approver DODAAC/Extension or | HQ0034/OSDTM5 | | |
| Grant Approver DODAAC/Extension | | | |
| DCAA Auditor DODAAC/Extension | | | |
| LPO DODAAC | Leave Blank | | |

The Contractor shall verify that the DoDAACs automatically populated by the WAWF 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).

The Contractor will need to enter a Shipment (or Voucher) Number in a specific format.

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a "Z" suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)
- WAWF will affix the prefix "SER" for 2-in-1 invoices and prefix "BVN" for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

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:

- <u>Item Number</u>: 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).
- <u>Unit Price</u>
- Unit of Measure
- 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. .

Before closing out of an invoice session in WAWF 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 <u>michael.murtha@whs.mil</u> 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 system.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed $\underline{60}$ months,

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.farsite.hill.af.mil

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_____ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) <u>252.203-7000</u>, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) <u>252.205-7000</u>, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) X 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ____ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) _____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) _____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) _____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(9) _____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) _____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11))(i) ____ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (SEP 2008)

(12) _____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) _____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (JUL 2009) of 252.225-7036.

(15) _____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) _____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) _____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) ____X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) _____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) _____ Alternate I (MAR 2000) of 252.247-7023.

(iii) _____ Alternate II (MAR 2000) of 252.247-7023.

. (iv) _____ Alternate III (MAY 2002) of 252.247-7023.

(24) _____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009). (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

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.

PERFORMANCE WORK STATEMENT

Performance Work Statement for Professional Engineering Services for the Office of the Director, Systems Engineering

SECTION 1 GENERAL INFORMATION

1.0 Introduction

This Performance Work Statement (PWS) provides for a broad range of non-personal, professional and executivelevel 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 Directorate The objective of this contract action is to acquire, through award of multiple award Blanket Purchase Agreement (BPA) with firm-fixed price call orders, systems engineering support services, primarily for the Office of the Director, Systems Engineering (DSE). The Office of the Director, Systems Engineering (DSE) is the focal point for all policy, practice, and procedural matters relating to Systems Engineering in the Department of Defense and its key elements to include technical risk management, software engineering, manufacturing and production, quality, and related disciplines. DSE reports to the USD(AT&L) through the DDR&E. DSE provides guidance and policy to DoD components in the execution of their general and specialty engineering functions across the acquisition process. DSE is substantively engaged throughout the acquisition life cycle with major and selected acquisition programs across DoD to provide advice, mentoring and oversight of the programs technical execution. DSE supports a disciplined programmatic decision making process by providing an independent source of technical knowledge to key decision makers at critical milestones over the program life cycle.

Across the Department, DSE applies best engineering practices to:

- help program managers identify and mitigate risks
- shape technical planning and management
- support and advocate for DoD Component engineering initiatives
- provide insight to OSD stakeholders.
- identify systemic issues for resolution above the program level

1.1 SE Vision

Reduce the cost, acquisition time and risk of our Major Defense Acquisition Programs The principal focus of the DSE is on championing Systems Engineering as a tool to improve acquisition quality. We maintain significant technical engagement with each Major Defense Acquisition Program, providing technical and engineering planning support, mentoring and oversight over the lifecycle of an acquisition program. Our objectives are to 1) provide policy and guidance that supports Service adoption of engineering best practices, 2) support the review and inclusion of appropriate engineering requirements and specifications in Request For Proposals (RFPs), 3) conduct program support reviews and other reviews to identify and quantify technical risks for ongoing acquisition programs, 4) assist programs in addressing and mitigating these risks, 5) ensure that systems engineering plans, 6) support and assess formal program review activities such as PDRs and CDRs, and 7) provide independent engineering assessment to inform acquisition milestone decision makers. The DSE is ultimately focused on improving the technical performance and reducing the total ownership costs of our major acquisition programs.

1.2 SE Initiatives

DSE is pursuing a series of initiatives intended to improve the support and assessment of DoD acquisition programs in the complex technical and operational environments of the future. These initiatives include:

- Leveraging "lighter-weight" tailored Systems Engineering processes for urgent needs, rapid fielding and technology insertion.
- Developing new Systems Engineering techniques to formally specify and measure the adaptability/flexibility/adjustability of defense systems to operate in new and unknown environments/missions.
- Developing new approaches to address emerging Systems Engineering competencies in complex systems, large scale software, and trusted and secured systems.
- Reinvigorating exploration and exploitation of Modeling and Simulation to assess and mitigate acquisition program risks.
- Expanding continuous engagement with Service acquisition efforts, by providing mentorship and support to program offices.
- Institutionalizing Development Planning the application of Systems Engineering to emerging concepts pre-milestone A.
- Managing system vulnerability and mitigate security risk through program threat protection policy and assessment.
- Identifying and addressing industrial base Systems Engineering workforce challenges.
- Attracting, fostering and developing future DoD engineering leaders.
- Identify opportunities for Industry and Government to identify, develop and share Systems Engineering "Best Practices."

1.3 Org Chart with Government positions (Projected CY11)

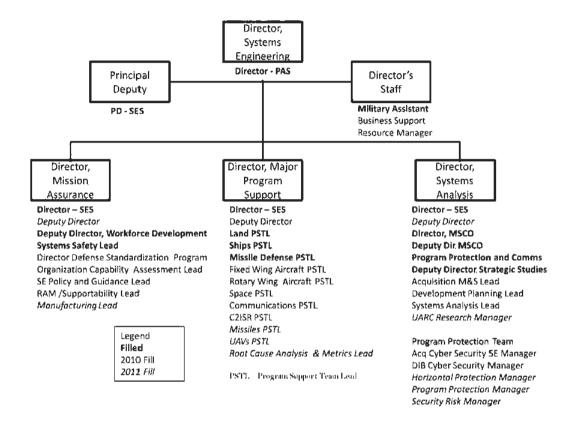


Figure 1 illustrates the current and projected Government positions as currently organized to achieve the SE mission. The contractor shall work within this organizational structure but shall be prepared to adapt as the organization evolves.

SECTION 2 REQUIREMENTS

2.0 Scope

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 calls in each call order. Task requirements will primarily be in support of the missions and functions of the Office of the Director, Systems Engineering (DSE) but may, as needed, also include support for other offices under the Secretary of Defense. The Contractor shall provide personnel during normal operations and during surge or special situations to accomplish the tasks specified in this document. The Contractor shall provide services to perform the work set forth below.

All systems, software, databases, analysis tools, data, reference material, documents and other information obtained, produced, or developed by the contractors as part of this effort shall become the property of the Government and shall be delivered to the Government. Data to be developed, updated, modified, or converted under this task shall be delivered with unlimited and unrestricted rights to the U.S. Government.

2.1 Specific Tasks

Specifically, the contractor will carry out the following five functions:

- Program Support
- Systems Engineering Policy and Guidance Support
- Advanced Systems Engineering Practices
- Capability Development
- Organizational Management

2.2 Program Support

The DSE monitors, reviews and assesses the systems engineering and development planning activities of the major defense acquisition programs. The range of Program Support to be provided by this BPA includes:

2.2.1 Systems Engineering Oversight of Major Defense Acquisition Programs (MDAP) and Major Automated Information Systems (MAIS) and other special interest program. The contractor shall support the DSE in the role of advisor to the Defense Acquisition Executive. This includes, but is not limited to, the following activities:

Program Support Reviews -- Using the Defense Acquisition Program Support (DAPS) methodology, Director, SE (DSE) performs Program Support Reviews (PSRs). The contractor shall provide SETA services to plan, organize, and support the conduct of these cross-functional, multi-disciplinary reviews of MDAP, MAIS, and other programs as directed by the DSE.

Non-Advocate Reviews (NAR) and Nunn-McCurdy Certifications -- DSE performs and the contractor shall support Non-Advocate Reviews (NAR)s using the DAPS methodology and Nunn-McCurdy (N-M) Certification reviews. NARs are similar to PSRs but differ with regard to sponsorship and reporting. DSE supports N-M Review teams to provide information to the Sec Def to certify if a restructured program has management and structure adequate to control Program Acquisition Unit Cost (PAUC) and Average Procurement Unit Cost (APUC).

Defense Acquisition Executive Summaries (DAES) for MDAPS -- The contractor shall develop and submit Defense Acquisition Executive Summary (DAES) assessments for MDAP, MAIS and special Interest programs on SE oversight.

Selective Acquisition Reports (SAR) -- The contractor shall review Selected Acquisition Reports (SARs) for accuracy of SE and SE-related data as they are submitted by Program Managers and provide written analysis to DSE.

Advise Defense Acquisition Board (DAB) and Information Technology Acquisition Board (ITAB) --The contractor shall support the DAB and ITAB processes by assessing programs and preparing the DSE or other principals to participate in major program decision reviews. Assessments are structured in terms of findings and recommendations.

Advise Overarching Integrated Product Team (OIPT) -- The contractor shall support the Overarching Integrated Process Team (OIPT) process by preparing findings, including strengths and risk areas, from PSRs and recurring SE support to program offices. Participate in DAB/ITAB preparation meetings and prepare draft DSE coordination on OIPT reports.

DAB Readiness Meetings and DAB Planning Meetings -- The contractor shall support DAB Readiness Meetings (DRMs) and DAP Planning Meetings (DPMs) prior to each scheduled DAB, including defining and preparing presentations of DAB-associated issues, to prepare the DSE to participate in the determination of program readiness to proceed to a DAB discussion/decision.

Request for Proposal (RFP) peer reviews -- The contractor shall prepare DSE principals for participation in DPAP led Peer Reviews to provide independent OSD evaluation of MDAP Requests for Proposals (RFPs) with a focus on Systems Engineering, statements of Measurable/testable requirements, and reliability growth programs.

2.2.2 Program Support Activities -- The contractor shall assist the DSE in the role of mentoring and support Program managers of the Department's Major Defense Acquisition Programs and other selected programs including, hut not limited to:

Acquisition Documentation Development -- The contractor shall support acquisition programs in the review and development of key acquisition documents including: Acquisition Strategies (AS), Technology Development Strategies (TDS), Systems Engineering Plans (SEP), Program Protection Plans (PPP), Cost Analysis Requirements Descriptions (CARD) and other appropriate acquisition related documents contained in DoD 5000.02.

The contractor shall support SEP development through SE WIPTs. Implementation of rigorous SE processes and compliance with SE policy, and adjudication of SEP document comments prior to DSE approval, will be accomplished via the WIPT process.

Development Planning -- The contractor shall participate in the support of Material Development Decision (MDD) by evaluating Initial Capabilities Documents (ICDs), Analysis of Alternative (AoA) guidance, and Component planning for Materiel Solution Analysis phase execution.

Technical Reviews -- The contractor shall participate in Systems Engineering Technical Reviews (e.g. System Requirements Review (SRR), Preliminary Design Review (PDR), Critical Design Review (CDR), Production Readiness Review (PRR) etc.) to advise the DSE and Program Management Office (PMO) on best practices and procedures.

Continuous Engagement -- The contractor shall participate in program technical activities; monitor engineering efforts; maintain communication with PMOs and Component counterparts; review all program-related documentation available to OSD to maintain cognizance of development planning and program SE activities and results for all assigned programs.

Systems Engineering (SE) Working Integrated Product Teams (WIPT) and Integrated Product Teams (IPT) -- The contractor shall represent DSE in Program Management Office (PMO) led SE IPTs and SE WIPTs to share best practices across the Department, clarify DoD policy and guidance, assist PMO staff in understanding and meeting OSD expectations and provide independent assessments of program strengths, issues and risks.

System Assurance and Program Protection -- The contractor shall advise MDAP PMOs on the application of Systems Assurance (SA) and Program Protection (PP) principles and practices. The contractor shall assist the PMO in identifying SA and PP risks and mitigating strategies including cross program application of best practices and reuse where practical.

Family of Systems (FoS) and Systems of Systems (SoS) Analysis -- The contractor shall evaluate SE and development planning on MDAPs and other programs affecting MDAPs for Family of Systems (FoS) and System of Systems (SoS) solutions.

2.2.3 MDAP and MAIS and other special interest programs. Acquisition Document Review -- The contractor shall assist the DSE in the oversight role as approving authority or technical advisor on statutory and regulatory documentation required for Defense Acquisition Programs to include, but not limited to:

Approve Systems Engineering Plans -- The contractor shall review Systems Engineering Plans (SEP)s submitted by the Services and Components for approval following the DSE SEP review process, adjudicate comments, post data in a contractor developed and maintained SEP database and prepare and coordinate SEP approval packages for signature by the DSE.

Approve Program Protection Plans -- The contractor shall review Program Protection Plans (PPPs) submitted by the Services for approval following the DSE PPP review process, adjudicate comments, post data in a contractor developed and maintained PPP database and prepare PPP approval packages for signature by the Milestone Decision Authority or designee.

Coordinate on Acquisition Strategies -- The contractor shall review AS for technical and systems engineering content focusing on compliance with policy, realism and risk. Prepare draft response for DSE approval and return to requesting organization.

Coordinate on Test and Evaluation Master Plans/Test & Evaluation Strategies -- The contractor shall review TEMP or TES for consistency with the program's SEP, PPP, and other technical and systems engineering content focusing on compliance with policy, realism and risk. The contractor shall verify performance criteria and metrics identified in the SEP are adequately measured by T&E described in the TEMP. The contractor shall prepare a draft response and coordinate for DSE approval and return to DDT&E.

Coordinate on Technology Development Strategies -- The contractor shall review TDS for technical and systems engineering and critical program information content focusing on compliance with policy, realism

and risk. The contractor shall prepare draft response and coordinate for DSE approval and return to requesting organization.

Coordinate on Cost Analysis Requirements Description (CARD) -- The contractor shall review CARD for technical and systems engineering content focusing on compliance with policy, realism and risk. Prepare draft response and coordinate for DSE approval and return to requesting organization.

Coordinate on Analysis of Alternative (AoA) Plans -- The contractor shall review AoA guidance to ensure consideration of alternatives from across the spectrum of potential materiel solutions, technical feasibility of the proposed alternatives for consideration, and adequate guidance for the assessment of technical risk and other systems engineering issues in the conduct of the AoA. The contractor shall review AoA Study Plans to ensure adequate planning and resourcing of technical and engineering assessment in the Analysis of Alternatives. The contractor shall prepare draft response and coordinate for DSE approval. **Coordinate on 2366a and b Certifications** -- The contractor shall assist and coordinate in the preparation of Milestone A and Milestone B Certifications in accordance with Section 2366a and 2366b of Title 10 US Code.

2.2.4 Program Analysis and Advisory Support -- The contractor shall support the DSE technical and engineering support to the DDR&E and USD(AT&L) to include, but not limited to:

Defense Support Teams (DST) and Joint Assessment Teams (JAT) --The contractor shall participate in focused reviews of technical issues as directed by the DDR&E or USD(AT&L) including Defense Support Teams (DST), Joint Assessment Teams (JAT) and specific program or industry areas of interest. Independent Ad-Hoc Reviews or Special Studies -- The contractor shall conduct extremely focused, short turn-around highly technical reviews on specific issues as directed by the DSE.

2.2.5 Process and Methodology – The contractor shall assist the DSE in the improvement of supporting processes and analysis to execute the DSE mission to include, but not limited to:

Performance Criteria in SEP and TEMP -- The contractor shall develop, track, store and analyze detailed, measurable performance criteria during the execution of selected acquisition programs.

Defense Acquisition Program Support (DAPS) Methodology -- The contractor shall develop and maintain the DAPS (Defense Acquisition Program Support) methodology to support program support reviews, assessments of operational test readiness, non-advocate reviews, and other review activities such as DSTs and JATs.

Integration Risk Assessment Methodology -- The contractor shall develop and maintain a methodology and processes to assess systems integration risk that will be used to support technical reviews and milestone decision points.

Systemic Root Cause Analysis -- The contractor shall conduct systemic root cause analysis (SRCA) on program issues revealed during PSRs and other reviews.

Leading Indicators -- The contractor shall work with academia, industry and other Government activities to identify and document a set of experience-based indicators that will assist with predicting program success (or failure).

Program Metrics -- The contractor shall provide SETA services to synthesize major program technical performance metrics and develop dashboard metrics, to include leading indicators, which could aid SE assessments and program execution.

2.3 Systems Engineering Policy and Guidance Support

2.3.1 Systems Engineering Policy and Guidance -- The contractor shall support the DSE in creating and promulgating SE policy and best practices within the AT&L workforce, the Services and Agencies, and industry to include, but not limited to:

DODI 5000.02 and Enclosure 12 -- The contractor shall develop, prepare and coordinate draft recommended policy applicable to systems engineering and development planning in DoD acquisition programs for DSE consideration and approval.

Integration of SE in other Policy -- The contractor shall assist DSE, working with DPAP and the DAPWG, to contribute to other policy documents to ensure SE and DP are consistently integrated in non-SE OSD policy issuances.

Defense Acquisition Guidebook (DAG) -- The contractor shall propose and coordinate new and revised guidance on behalf of the DSE necessary to supplement and aide in the compliance with systems engineering policy on DoD acquisition programs.

Integration of SE in other guidance -- The contractor shall assist DSE, working with DPAP, DAU and other OSD and AT&L partners, to contribute to other new and revised acquisition guidance to ensure SE and DP are consistently integrated as appropriate.

Integration with DDT&E -- The contractor shall develop and maintain processes and procedures for coordination of activities and integration of products with Director, Developmental Test and Evaluation (DDT&E).

Systems Engineering Plan (SEP) Preparation Guide -- The contractor shall maintain and update the SEP preparation guide.

Program Protection Plan (PPP) Preparation Guide -- The contractor shall develop, maintain, and update the PPP Preparation Guide. The contractor shall develop training and education materials that reflect the guidance for inclusion in DAU curriculum and other guidance dissemination opportunities.

Define and Implement Development Planning Guidance -- The contractor shall develop, propose and recommend to the DSE expectations, methods, and review processes for Development Planning (DP) activities.

Systems Engineering for Adaptability -- The contractor shall develop, propose and recommend to the DSE expectations, methods, and review processes for Systems Engineering for Adaptability (SEA) activities.

2.3.2 Specialty Engineering Policy and Guidance -- The contractor shall develop, fully coordinate, and, upon approval of the DSE, publish to the World Wide Web focused guidebooks on systems engineering, specialty engineering and other related focus areas such as SEP Preparation Guide, System Assurance and System Security Engineering, Software Engineering Guide, Configuration Management Guide, and Risk Management Guide.

System Assurance and System Security Engineering -- The contractor shall develop, fully coordinate, and, upon approval of the DSE, publish guidebooks and best practices compilations addressing developments in program protection.

Configuration Management -- The contractor shall assist the DSE in the development and promulgation of configuration management (CM) policy, guidance and best practices within the Acquisition workforce, the Services and Agencies, and their industry partners.

Data Management -- The contractor shall assist the DSE in the development and promulgation of policy, guidance and best practices for data management (DM) within the AT&L workforce, the Services and Agencies, and their industry partners.

Quality -- The contractor shall review and update DoD quality management practices and procedures. **Human Systems Integration (HSI) --** In coordination with DDR&E Dir, Research, the contractor shall coordinate the planning, management, and execution of human systems integration (HSI) activities; and recommend, to the DSE, DoD resource requirements for HSI activities within the Department.

Reliability, Availability & Maintainability -- The contractor shall review and propose to the DSE updates to DoD reliability, availability and maintainability (RAM) policy, practices, and procedures.

Supportability -- The contractor shall review and propose to the DSE updates to DoD Supportability policy, practices, and procedures and work with industry on issues, publications and standardization agreements.

Risk Management -- The contractor shall assist the DSE in the development and promulgation of DoD risk management guidance, education, and training. The contractor shall support DSE as Chair of the Risk Management Working Group (RMWG).

Safety -- The contractor shall support the DSE as Chair of the Defense Safety Oversight Committee (DSOC) Acquisition and Technology Programs Task Force.

Specifications and Standards --Defense Standardization Program Office (DSPO) – The contractor shall support the DSE as Tri-chair for the IT Standards Committee (ITSC) and representative of USD (AT&L) at tri-annual meetings. On behalf of the DSE, the contactor shall manage the Systems Engineering Specifications and Standards (SESS) portion of the ASSIST database. The contractor shall support the DSPO in analyses and studies related to standardization and parts management.

Modeling and Simulation in Acquisition -- The contractor shall develop a draft Acquisition Modeling and Simulation Master Plan (AMSMP) as directed by the DoD Modeling and Simulation (M&S) Master Plan for DSE consideration and approval.

The contractor shall provide the day-to-day management of DSE initiatives to improve the use of modeling and simulation (M&S) in acquisition activities

Software Engineering -- The contractor shall provide technical and analytical services to facilitate the ongoing review, development, evaluation, and update of DoD software engineering policy, standards, practices and tools, guide books, procedures, and metrics in support of DSE acquisition program responsibilities.

Unique Identification (UID) -- The contractor shall conduct research, studies and prepare papers and briefing material to support the DSE and L&MR UID requirements and participate in the NDIA UID Working Group and Joint Aeronautical Commanders Group (JACG) UID Working Group.

Diminishing Manufacturing Sources and Material Shortages (DMSMS) -- The contractor shall coordinate with the DoD logistics community on guidance and tools related to SE support for issues related to parts management, diminishing manufacturing sources and material shortages (DMSMS), supportability, and sustainability.

Manufacturing -- The contractor shall review, support, and contribute to manufacturing and production policy, practices, and procedures generated by OSD offices. The contractor shall support the generation of guidance for industry concerning assessments of manufacturing readiness.

2.4 Advanced Systems Engineering Practices

2.4.1 Program Protection -- The contractor shall support research and development into new processes, methods and tools to improve program protection and system assurance of major programs to include, but not limited to:

Program Protection Executive Council -- The contractor shall support the DSE as Chair of the Program Protection Executive Committee (PP EC) to develop products and processes related to the DoDI 5200.39. **Defense Industrial Base (DIB) Information Assurance (IA) (DIB-IA)** -- Support DSE in the DIB-IA program to address Defense Industrial Base information security and defense from cyber attack. The contractor shall evaluate information security best practices for use in protecting controlled unclassified information and critical program information.

Anti-Tamper IPT -- Support the DDRE/SE as chair of the AT IPT to establish policy procedures for Anti-Tamper, oversee Component AT capabilities, advance the state of AT technology, and develop and oversee incident response procedures.

System Assurance -- The contractor shall monitor the impacts of system assurance (SA) policy and guidance on broader DoD policies on acquisitions and make recommendations for evolution of those policies as needed.

2.4.2 Technical Support - The contractor shall provide technical assistance to the DSE for a range of SE and engineering support to other DoD organizations to include, but not limited to:

Global Information Grid (GIG) Guidance and Policy-- The contractor shall provide primary support to the DDR&E in the coordination of Global Information Grid (GIG) guidance and policy, and oversight of key programs related to the GIG infrastructure.

Interoperability Senior Review Panel -- The contractor shall support the DSE / AT&L representative to the Interoperability Senior Review Panel (ISRP) Executive Committee. The ISRP coordinates DoD IT and National Security Systems (NSS) interoperability and supportability policy and processes.

Information Technology (IT) -- Standards -- The contractor shall support DSE as the Tri-chair for the IT Standards Committee (ITSC) representing USD (AT&L) at tri-annual meetings.

Spectrum Management -- The contractor shall support the USD(AT&L) in the coordination of spectrum management, policy, and supportability issues, with emphasis on weapons systems acquisition and development and overarching capability impacts.

Systems of Systems (SOS) and Families of Systems (FOS) --- The contractor shall develop SE SoS Guidance and assist the DSE in overseeing its implementation. The contractor shall support addressing SoS and FoS challenges through the development, piloting, and roll-out of a guide for SoS SE and education and training materials. The contractor shall review new and changed policies for impacts on SoS and SE, and conduct studies on the current state of SoS and critical areas for additional investigation.

2.5 Organization and Capability Development and Assessment

The DSE provides advocacy, oversight and guidance to elements of the acquisition workforce responsible for systems engineering, development planning, and lifecycle management and sustainment functions. The DSE also periodically reviews the organizations and capabilities of the military departments with respect to systems engineering, development planning, and lifecycle management and sustainability, and identifies needed changes or improvements to such organizations and capabilities.

2.5.1 Systems Engineering Workforce The contractor shall support DSE's role in SPRDE and PQM workforce development by providing senior-level expertise in SE and systems analysis to include, but not limited to:

Lead for Systems Planning, Research, Development and Engineering – Systems Engineering and Program Systems Engineer (SPRDE-SE/PSE) and Production Quality and Manufacturing (PQM) --The contractor supports DSE in managing the SPRDE-SE/PSE and PQM career paths by developing, analyzing, and socializing required improvements to the SPRDE-SE/PSE and PQM certification standards in education, training and experience. The contractor team works with the Components to solicit their comments on enhancements to the certification standards and develop mutually agreeable approaches to implementation

Competency Assessments -- The contractor shall support DSE to develop competency models, assess the workforce, and analyze results to help tailor workforce development initiatives to improve the overall competency of the SPRDE-SE/PSE and PQM workforces.

Communities of Practice -- The contractor shall participate in the CoPs hosted by DAU's Acquisition Community Connection (ACC), specifically the SE, PQM, and Risk CoPs, and the RAM Special Interest Area by facilitating participation by others, socializing the benefits from participating with the community, and providing materials to the ACC.

SPRDE-SE/PSE and PQM Functional IPTs -- The contractor shall support DSE in preparing for and conducting the SPRDE-SE/PSE and PQM career paths' FIPT. The contractor shall prepare and coordinate briefings, records and distribute the minutes of the meeting, and follow up with the Components to ensure their concerns raised during the FIPT meeting are addressed.

Development Planning -- The contractor shall develop and propose to the DSE a capability to oversee. Services' participation in development planning and develop core competencies, training and education for this function. The contractor shall develop drafts and recommendations to update the SPRDE-SE/PSE career paths to reflect the inclusion of DP competencies. The contractor shall develop a new set of guidance, produce continuous learning modules and other training products for DP in SPRDE and other career fields (e.g. requirements training course).

System Assurance (SA) -- The contractor shall develop and propose to the DSE strategies to respond to near- and long-term DoD SA resource demand issues. The contractor shall support the DSE in establishing SA education and training, and facilitate SA acquisition support.

Software -- The contractor shall provide the DSE and the Software Acquisition Training and Education Workforce (SATEWG) a range of human capital services to include helping the DoD improve software engineering capabilities, competencies and human capital resources.

Grow Future DoD SE Leaders -- In cooperation with DAU, the contractor shall develop Continuous Learning Modules (CLM) for development planning, systems engineering, specialty engineering and other SE-related focus areas.

2.5.2 Organization and Capability Assessment -- The contractor shall assist DSE in assessing the DoD. Components organizations and capabilities, analyzing the results, coordinating the results and subsequent improvement actions with the Components, and preparing drafts and final versions of the DSE section of the joint report and coordinating these versions with the DDT&E.

2.5.3 Institutionalize Systems Engineering The contractor shall assist the DSE in the role of institutionalizing SE across the acquisition community through a multitude of organizations including, but not limited to:

INCOSE -- The contractor shall support DSE by preparing for and participating in INCOSE forums, international workshops and symposia, and by preparing and submitting papers and presentations as directed by DSE.

JTC1/SC7 – ISO Life Cycle Management -- The contractor shall support DSE as DoD delegate to the Joint Technical Committee 1/Subcommittee 7 (JTC1/SC7) of the International Standards Organization/International Electrotechnical Commission (ISO/IEC).

NDIA SE Division -- The contractor shall conduct research and studies and prepare briefings, papers and other related material to support DSE in its interaction with NDIA SE Division and each of the Committees. Supported Committees include: Systems Assurance Committee, Software Committee, and Software Experts Panel, Human Systems Integration Committee, Systems of Systems Committee, Education and Training Committee, Modeling and Simulation Committee, Joint Committee on Systems Engineering and Manufacturing.

NDIA Logistics Division -- The contractor shall consult and interact with industry reliability and sustainment associations such as the NDIA Logistics Division.

TechAmerica -- The contractor shall support the DSE on the TechAmerica Systems, Standards, and Technology Council (SSTC) and coordinate participation on related technical committees (G-33 Data and Configuration Management, G-45 Human Systems Integration, and G-47 Systems Engineering).

SE Forum -- The contractor shall support the SE Forum to bring together lead systems engineers from across DoD to institutionalize SE disciplines within the DoD and to collaborate and leverage SE activities across the Components. The contractor shall provide a secretariat to the forum responsible for scheduling and arranging meetings, recording and publishing meeting minutes, and tracking action items. The contractor shall develop, in conjunction with the DSE, themes for meetings, coordinate all presentations around the themes and develop draft DSE presentations.

Best Practices Clearing House (BPCh) -- The contractor shall mine PSR results and consult with PSR participants to identify potential best practices. The contractor shall support the DSE member on the BPCh Content Advisory Board (CAB).

2.5.4 International Engagement --- The contractor shall assist the DSE in the role of institutionalizing SE across the acquisition community through a multitude of international organizations including, but not limited to:

US-UK-CA Tri Working Group -- The contractor shall develop papers and presentations to support the DSE as Chair of the tri-lateral working group that seeks to leverage work on acquisition improvement in the member nations through information exchange and joint work on common problems.

The Technical Cooperation Program (TTCP) -- The contractor shall support DSE as a member of The Technical Cooperation Program (TTCP) Joint Systems and Analysis Group – Technical Panel 4 (Systems Engineering for Defense Modernization).

North Atlantic Treaty Organization (NATO) -- The contractor shall provide technical and administrative support to the DSE, and assigned U.S. Delegates to NATO activities involving DSE missions of Life Cycle Management, Systems Engineering, Specialty Engineering and Standardization.

2.6 Organizational Management -- The contractor shall provide daily operational support for technical and business support functions and processes necessary for all DSE operations and product development to include, but not limited to:

2.6.1 Management/Personnel -- The contractor shall provide to the DSE a full range of organizational management and personnel functions that are not inherently governmental to include but not fimited to:

Organizational Leadership -- The contractor shall periodically evaluate USD(AT&L) and DDR&E goals to incorporate supporting activities into a DSE strategic plan for the coming year to include work plans and performance standards.

NSPS/SES Personnel Management -- The contractor shall coordinate with DDR&E, AT&L Director of Administration and other representatives as required to ensure that DSE Government personnel understand and can meet National Security Personnel System (NSPS) or successor personnel management systems requirements.

Hiring --. The contractor shall support the DSE in Government personnel hiring procedures including development of draft position descriptions, and required documents to initiate and complete personnel actions through DDR&E and USD(AT&L) Director of Administration.

Continuing Process Improvement -- The contractor shall improve organizational effectiveness and efficiency through application of Continuous Process Improvement (CPI). The contractor shall support a Government led Systems Engineering Process Group (SEPG) as an internal review mechanism to oversee organizational processes, to ensure the processes are properly documented, and to act as a forum to review business metrics.

Administration -- The contractor shall set schedules and deadlines, and draw on staff to develop, coordinate and execute plans of action. The contractor shall ensure timely and accurate responses to assigned actions. The contractor shall provide infrastructure support to include: printing; photocopying; scanning, faxing, ordering and stocking office supplies; initiating and tracking work orders, initiating and tracking furniture requests, coordinating facility maintenance, telephone and IT support, and other related activities as required to facilitate efficient and effective operation of the DSE organization. The contractor shall coordinate initial planning, development, graphics and editing support, review, and final production for all SE-originated or co-developed articles, reports, and guides.

The contractor shall collect and consolidate inputs for the weekly activity reports as required. Provide value added inputs and quality assurance of the reports.

Travel --. The contractor shall provide functional support to DSE Government employees through scheduling, travel arrangements and reservations, DTS travel orders and vouchers. The contractor shall track Government travel expenditures against quarterly travel budget allocations.

Technical Editing -- The contractor shall provide technical editing in accordance with USD(AT&L) guidelines: conduct administrative quality assurance for correspondence development, and ensure proper correspondence control, and tracking.

Website -- The contractor shall work with DDR&E webmasters to monitor and update the DSE website as required.

Conferences -- The contractor shall coordinate initial planning, briefing development, graphics and editing support, and final review for all SE external speaking engagements. The contractor shall plan and host local and non-local DSE conferences and meetings with appropriate facilities, audio-visual support, and amenities.

2.6.2 Executive Assistance -- The contractor shall provide executive assistance to Presidentially appointed and career SES executives.

2.6.3 Joint Congressional Report -- The contractor shall prepare the DSE portions of the Joint DT&E and DSE annual report to Congress on a time line to meet delivery no later than 31 March each year. The contractor shall assist the DSE in supporting GAO and IG reviews.

SECTION 3 MANAGERIAL REQUIREMENTS

3.0 Key Personnel

Key personnel requirements will be addressed in individual BPA Call Orders.

Substitution of Key and Non-Key Personnel:

The contractor shall ensure the availability of key personnel with the requisite skills to perform the work detailed in the SOW for this call order. Under no circumstances shall the caliber of any personnel delivered under a call order be less than that which was promised in the technical proposal. The Government shall review any/all key personnel skill levels proposed after call order award and prior to acceptance of any/all substitutions, in order to ensure there is no degradation in the quality of personnel assigned to this call order. Substitution of non-key personnel is at the sole discretion of the contractor; however, all proposed substitutions shall meet the applicable educational and experience requirements set forth in the Performance Work Statement for the substituted position.

(a) The contractor shall notify the Contracting Officer prior to making any changes in personnel assigned to key positions.

(b) During the first year 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 first year, 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.

3.1 Performance Objectives -- The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. General quality measures, as set forth below, will be applied to each work product received from the contractor under this statement of work.

- Accuracy Work Products will be accurate in presentation, technical content, and adherence to accepted elements of style. Written documents will be in formats as specified above and shall be 99% free of grammar and spelling errors.
- Appearance All work products will be neat and attractive, reflecting the role that DSE fulfills and the level at which work products will be used.
- Clarity Work Products will be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements All work products must satisfy the requirements of this statement of work.
- File Editing All text and diagrammatic files will be editable by the Government.
- Format Work Products will be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness Work Products will be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date MUTUALLY AGREED UPON WITH ALL DEVIATIONS PROVIDED IN WRITING.

3.2 Non-Personal Services The contractor shall perform all services as an independent contractor and shall not be subject to the supervision and control of Government employees.

3.4 Security The contractor shall maintain a TOP SECRET facility clearance issued by the Defense Security. Service (DSS). All employees designated to perform on this PWS must be U.S. citizens and those associated with providing technical support or working in Government spaces must hold a minimum of a SECRET personnel security clearance. Certain employees will require a TOP SECRET security clearance and may be required to maintain their eligibility for access to Sensitive Compartmented Information (SCI) current. The contractor shall maintain a DSS certified safeguarding capability to at least the SECRET level. The contractor will be required to hand carry classified material between Government offices and the contractor's site. Specific security instructions will be detailed in the DD 254 associated with the master contract.

3.5 Organizational Conflict of Interest & Non-disclosure Statements All Contractor personnel are required to complete and sign organizational conflict of interest and non-disclosure statements as a part of in processing. The contractor shall provide a copy of all signed statements to the COR, who will forward them to the Security Manager at the time the employee enters on to duty. (Also see Clause H-1, OCI ANALYSIS / DISCLOSURE FORM herein.)

3.6 Place of Performance. The majority of the support will be performed within the metropolitan Washington, DC, area but may include travel to other CONUS and OCONUS locations as required by specific technical requirements.

Contractor personnel will work in a mix of contractor provided facilities and Government facilities. Location of the contractor's facilities in close proximity to the Pentagon, Arlington, VA is essential.

3.7 Recognized Holidays

| New Year's Day | 1. |
|-----------------------------------|----|
| Martin Luther King Jr.'s Birthday | (|
| President's Day | \ |
| Memorial Day | T |
| Independence Day | C |

Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day

3.8 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.

3.9 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.

The format for individual deliverables will be determined through consultation between the COR and the contractor at the Post Award Conference 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.

3.10 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.

3.11 Nondisclosure Performance of this effort <u>may</u> 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

3.13 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, Crystal City, and the Mark Center to include issuance of building passes to qualified contractor
personnel supporting these tasks. Building pass/access requests shall identify the visit frequency
requirement.

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

3.15 Travel Each BPA call order will define specific travel requirements. The Contractor will be reimbursed for travel to provide support outside the National Capital Region (NCR) as approved by the COR. The term "National Capital Region" means cities and other units of government within the geographic areas within the boundaries of the District of Columbia, Montgomery and Prince Georges Counties in the State of Maryland , and Arlington, Fairfax, Loudoun, and Prince William Counties and the City of Alexandria in the Commonwealth of Virginia. The contractor shall provide a written request for travel to the COR prior to finalizing any travel arrangements. All travel must be approved by the COR prior to purchase of tickets and commencement of travel. The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with FAR 31.205-46, "Travel Costs." Requests for approval of costs in excess of maximum per diem rates in accordance with the procedures contained in FAR 31.205-46(a)(3) must be submitted to the Contracting Officer for final approval prior to commencement of travel.

Work will be performed in Government facilities located in Crystal City and Shirlington, VA and the Pentagon. The expense of travel to and from the Pentagon and other Government facilities within NCR shall be included in the firm fixed price of CLINs 0001, 1001, 2001, 3001, and 4001 and will not be reimbursed as a part of the Travel CLINs.

3.16 Invoicing The Contractor shall invoice monthly per BPA call order unless otherwise directed in the specific call order.

BPA CALL ORDER 0001 PWS

Program Support Call Order Under the Professional Engineering Services for the Office of the Director, Systems Engineering Blanket Purchase Agreement

1. Specific Tasks

The contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all requirements under this Performance Work Statement (PWS).

The contractor shall provide Professional Engineering Services to monitor, review and assess the systems engineering and development planning activities of the major defense acquisition programs. These requirements may best be met with a blend of full time and part-time Subject Matter Experts (SMEs) in appropriate domain areas to support the following:

1.1. Systems Engineering Oversight of Major Defense Acquisition Programs (MDAP) and Major Automated Information Systems (MAIS) and other special interest programs 1.1.1. Program Support Reviews

Using the Defense Acquisition Program Support (DAPS) methodology, Director, SE (DSE) performs Program Support Reviews (PSRs). The contractor shall provide engineering services to plan, organize, and support the conduct of cross-functional, multi-disciplinary reviews of MDAP. MAIS, and other programs as directed by the DSE. These reviews focus on systems engineering but touch on all technical planning and technical management aspects of a program. Reviews are conducted early enough in a program to provide the Program Manager (PM) with recommendations designed to reduce program risk. The contractor shall participate in the PSR teams, coordinate the PSR findings with the PM and submit the findings to the DSE in Power Point format for approval. For reviews conducted immediately before a scheduled Defense Acquisition Board (DAB) or Information Technology Acquisition Board (ITAB), the contractor shall prepare materials to present the review findings and recommendations to pre-DAB/ITAB, pre-Overarching Integrated Product Team (pre-OIPT), OIPTs, and if requested, to the DAB/ITAB and other DAB preparatory meetings such as the DAB Readiness Meeting (DRM).

DSE conducts approximately 15 PSRs per year with the potential for the total number of PSRs to increase by approximately one additional PSR per year (cumulative) in each subsequent year. As such, we expect the number of PSRs to have potentially increased by 33% five years from now (to a total of 20 PSRs). The total number of PSRs may surge by as many two additional PSRs in any given year. The contractor shall deliver PSR final reports within 30 calendar days of the final site visit or 5 days prior to the DRM, whichever occurs first.

1.1.2. Non-Advocate Reviews (NAR) and Nunn-McCurdy Certifications

DSE performs and the contractor shall support Non-Advocate Reviews (NAR)s using the DAPS methodology and Nunn-McCurdy (N-M) Certification reviews. NARs are similar to PSRs but differ with regard to sponsorship and reporting. Unlike PSRs, which are required by DODI 5000.02, NARs may be requested by certain authorities with an interest in the program, such as the PEO, the PM, or the CAE. NAR teams report solely to the review sponsor and to others only with the sponsor's approval. NARs can be requested for any program regardless of ACAT. DSE supports N-M Review teams to provide information to the Sec Del' to certify if a restructured program has management and structure adequate to control Program Acquisition Unit Cost (PAUC) and Average Procurement Unit Cost (APUC).

DSE conducts an average of 4 NARs and/or N-M reviews per year. The total number of NARs and/or N-M reviews may surge by as many two additional NARs and/or N-M reviews in any given year. The contractor shall deliver NAR final reports within 30 calendar days of the final site visit. N-M review dates will be determined at N-M, review planning meetings.

1.1.3. Defense Acquisition Executive Summaries (DAES) for MDAPS

The contractor shall develop and submit Defense Acquisition Executive Summary (DAES) assessments for MDAP and special interest programs on DSE oversight. OUSD(AT&L) Acquisition Resources and Analysis (ARA) manages the Defense Acquisition Management Information Retrieval (DAMIR) system to capture DAES reports. Upon receipt of the initial DAES report from ARA, the contractor shall review the PM's inputs and prepare the SE assessment no later than the 8th working day of each month. The contractor shall recommend changes as appropriate to the final report and prepare and present briefings and background material for the DAES pre-brief meeting.

DSE prepares DAES reports on an average of 25 MDAP programs per month.

1.1.4. Defense Acquisition Executive Summaries (DAES) for MAIS

The contractor shall develop and submit Defense Acquisition Executive Summary (DAES) assessments for all MAIS and special interest programs on SE oversight. The Office of the Assistant Secretary of Defense (Networks and Information Integration) (OASD (NII)) manages the A-Plus DAES reporting system. Upon receipt of the initial DAES report, the contractor shall review the PM's inputs and prepare the DSE input no later than the 8th working day of each month. The contractor shall post the input to the NII managed "A-Plus" data portal.

DSE prepares DEAS reports on an average of 15 MAIS programs per month.

1.1.5. Selective Acquisition Reports (SAR)

The contractor shall review Selected Acquisition Reports (SARs) for accuracy of SE and SE-related data as they are submitted by Program Managers and provide written analysis to DSE within 3 working days of receipt.

DSE reviews an average of 120 SARs per year.

1.1.6. Advise Defense Acquisition Board (DAB) and Information Technology Acquisition Board(ITAB) The contractor shall support the DAB and ITAB processes by assessing programs and preparing the DSE or other principals to participate in major program decision reviews. Assessments are structured in terms of findings and recommendations and presented in Power Point format. The assessments are developed from PSRs, other reviews, and recurring systems engineering (SE), Software Engineering (SwE), and Program Protection (PP) support to program offices. Subsequent to DABs, the contractor shall prepare draft DSE coordination on Acquisition Decision Memorandums (ADMs) within 1 working day of receipt.

DSE participates in an average of 25 DABs and ITABs per year.

1.1.7. Advise Overarching Integrated Product Team (OIPT)

The contractor shall support the Overarching Integrated Product Team (OIPT) process by preparing findings, including strengths and risk areas, from PSRs and recurring SE support to program offices. The contractor shall advise the Program Support Team lead (PSTL), DSE, OIPT Lead and Chair and other relevant staff organizations of PSR and other findings in briefing form. The contractor shall participate in DAB/ITAB preparation meetings and prepare draft DSE coordination on OIPT reports.

DAB Planning Meetings (DPMs) will be held approximately two months before each scheduled DAB and focus on issues anticipated at the DAB, expediting the DAB process by identifying any new information requirements to support the decision, by identifying any alternatives that may need significant preparation time or analysis and by identifying any actions needed to deal with major concern already raised.

DAB Readiness Meetings (DRMs) will be held approximately two weeks before each scheduled DAB and focus on DAB-associated issues and determine the readiness of programs to proceed to a DAB discussion/decision. The contractor shall support DRMs and DPMs prior to each scheduled DAB, including defining and preparing presentations of DAB-associated issues, to prepare the DSE to participate in the determination of program readiness to proceed to a DAB discussion/decision.

DSE participates in an average of 60 OIPTs per year with the potential for the total number of OIPTs to increase by approximately two additional OIPTs per year (cumulative) in each subsequent year. As such, we expect the number of OIPTs in this regard to have potentially increased by approximately 13% five years from now (to a total of 68 OIPTs). DSE anticipates supporting a DRM and a DPM for each DAB scheduled,

1.1.8. Request for Proposal (RFP) peer reviews

The contractor shall prepare DSE principals for participation in DPAP led Peer Reviews to provide independent OSD evaluation of MDAP Requests for Proposals (RFPs) with a focus on Systems Engineering, statements of measurable/testable requirements, and reliability growth programs.

DSE participates in an average of 5 RFP peer reviews per year.

1.2. Program Support Activities

1.2.1. Acquisition Documentation Development

The contractor shall support acquisition programs in the review and development of key acquisition documents including: Acquisition Strategies (AS), Technology Development Strategies (TDS), Systems Engineering Plans (SEP), Program Protection Plans (PPP), Cost Analysis Requirements Descriptions (CARD) and other appropriate acquisition related documents contained in DoD 5000.02.

The contractor shall support SEP Development through SE WIPTs. The contractor shall support the PSTL during the development and shaping of the SEP through continuous engagement and participation in PMO SE WIPTs. Draft SEP comments from various OSD stakeholders will be adjudicated with the PMO through the WIPT process. Implementation of rigorous SE processes and compliance with SE policy, and adjudication of SEP document comments prior to DSE approval, will be accomplished via the WIPT process.

DSE assists an average of 5 programs per year with AS, TDSs and CARDs with the potential for the total number of programs assisted with these documents to increase by approximately two additional programs per year (cumulative) in each subsequent year.

DSE assists an average of 35 programs per year with SEPs with the potential for the total number of programs assisted on SEPs to increase by approximately two additional programs per year (cumulative) in each subsequent year.

1.2.2. Development Planning

The contractor shall participate in the support of Material Development Decision (MDD) by evaluating Initial Capabilities Documents (ICDs), Analysis of Alternative (AoA) guidance, and Component planning for Materiel Solution Analysis phase execution, assisting the DSE to assess acquisition community understanding of the capability gap to develop a materiel solution, to assess evidence of consideration of alternatives from across the spectrum of potential materiel solutions and assess that solutions proposed for evaluation are relevant and technically feasible, and that the proposed scope for the AoA is technically appropriate.

DSE anticipates assisting 5 potential programs per year in Development Planning (DP) activities. DSE anticipates supporting five (5) MDDS per year.

1.2.3. Technical Reviews

The contractor shall participate in Systems Engineering Technical Reviews (e.g. System Requirements Review (SRR), Preliminary Design Review (PDR), Critical Design Review (CDR), Production Readiness Review (PRR) etc.) to advise the DSE and Program Management Office (PMO) on best practices and procedures. The contractor shall provide independent assessment of the adequacy and completeness of the review and assess potential future risk identified through participation in the review. The contractor shall report results of technical reviews to DSE via trip. reports delivered within 5 working days following return from the review.

The contractor shall provide detailed written assessments of PDRs and CDRs with supporting rationale in order to prepare the DSE to advise the USD(AT&L) as to the adequacy of these reviews. The contractor shall deliver PDR & CDR assessments within 10 working days following the conclusion of the review.

DSE participates in approximately 26 Technical Reviews per year of which approximately 15 are PDRs and CDRs.

1.2.4. Continuous Engagement

The contractor shall participate in program technical activities; monitor engineering efforts; maintain communication with PMOs and Component counterparts; review all program-related documentation available to OSD to maintain cognizance of development planning and program SE activities and results for all assigned programs. The contractor shall observe and report on selected SE and DP and SE- and DP-related events as part of the continuing support to, and oversight of MDAPS. This continuous program involvement permits DSE staff to offer advice and recommendations from their OSD perspective and provides feedback on effectiveness of current SE and DP policy and guidance. Insights from continuous engagement will form the basis of DSE DAES reports, help shape issues for PSRs and other reviews and will be summarized in the annual joint report to congress.

DSE supports a total of approximately 234 programs.

1.2.5, Systems Engineering (SE) Working Integrated Product Teams (WIPT) and Integrated Product Teams (IPT)

The contractor shall represent DSE in Program Management Office (PMO) led SE IPTs and SE WIPTs to share best practices across the Department, clarify DoD policy and guidance, assist PMO staff in understanding and meeting OSD expectations and provide independent assessments of program strengths, issues and risks.

DSE participates in approximately 150 IPTs and WIPTs per year

1.3. MDAP and MAIS Acquisition Document Review 1.3.1. Approve Systems Engineering Plans

The contractor shall review Systems Engineering Plans (SEP)s submitted by the Services and Components for approval following the DSE SEP review process, adjudicate comments, post data in a contractor developed and maintained SEP database and prepare and coordinate SEP approval packages for signature by the DSE within 30 calendar days of receipt of the SEP.

DSE reviews an average of 40 SEPs and approves an average of 20 SEPS per year with the potential for the total number SEP reviews to increase by approximately two additional SEP reviews per year (cumulative) in each subsequent year.

1.3.2. Coordinate on Acquisition Strategies

DSE receives draft Acquisition Strategies (AS) from ARA, PSA, NII or other sources. The contractor shall review AS for technical and systems engineering content focusing on compliance with policy, realism and risk. The contractor shall prepare draft response for DSE approval and return to requesting organization within 5 working days of receipt.

DSE coordinates on an average of 25 AS per year.

1.3.3. Coordinate on Test and Evaluation Master Plans/Test & Evaluation Strategies

DSE receives draft Test and Evaluation Master Plans (TEMP) and Test & Evaluation Strategies (TES) from DDT&E for review and coordination. The contractor shall review TEMP or TES for consistency with the program's SEP, PPP, and other technical and systems engineering content focusing on compliance with policy, realism and risk. The contractor shall verify performance criteria and metrics identified in the SEP are adequately measured by T&E described in the TEMP. The contractor shall prepare a draft response and coordinate for DSE approval and return to. DDT&E within 5 working days of receipt.

DSE coordinates on an average of 48 TEMPs/TESs per year.

1.3.4. Coordinate on Technology Development Strategies

DSE receives draft Technology Development Strategies (TDS) from ARA, PSA, NII, DDR&E/RD or other sources for review and coordination. The contractor shall review TDS for technical and systems engineering and critical program information content focusing on compliance with policy, realism and risk. The contractor shall prepare draft response and coordinate for DSE approval and return to requesting organization within 5 working days of receipt.

DSE coordinates on an average of 10 TDS per year.

1.3.5. Coordinate on Cost Analysis Requirements Description (CARD)

DSE receives draft Cost Analysis Requirements Document (CARD) from ARA, PSA, NII, CAPE or other sources for review and coordination. The contractor shall review CARD for technical and systems engineering content focusing on compliance with policy, realism and risk. The contractor shall prepare draft response and coordinate for DSE approval and return to requesting organization within 5 working days of receipt.

DSE coordinates on an average of 25 CARDs per year.

1.3.6. Coordinate on Analysis of Alternative (AoA) Plans

DSE receives draft Analysis of Alternative (AoA) Guidance and Study Plans from CAPE. ARA, PSA, NII or other sources for review and coordination. The contractor shall review AoA guidance to ensure consideration of alternatives from across the spectrum of potential materiel solutions, technical feasibility of the proposed alternatives for consideration, and adequate guidance for the assessment of technical risk and other systems engineering issues in the conduct of the AoA. The contractor shall review AoA Study Plans to ensure adequate planning and resourcing of technical and engineering assessment in the Analysis of Alternatives. The contractor shall prepare draft response and coordinate for DSE approval within 10 working days of receipt.

DSE will coordinate on an average of 10 AoA Plans per year.

1.3.7. Coordinate on 2366a and b Certifications

The contractor shall assist and coordinate in the preparation of Milestone A Certifications in accordance with Section 2366a of Title 10 US Code focusing on the technical underpinnings of the certifications that "(3) an analysis of alternatives has been performed and "(4)... the level of resources required to develop and procure the program..." The contractor shall assist and coordinate in the preparation of Milestone B Certifications in accordance with Section 2366b of Title 10 US Code focusing on the technical underpinnings of the certifications in accordance with Section 2366b of Title 10 US Code focusing on the technical underpinnings of the certifications that "1 (B) appropriate tradeoffs among cost, schedule and performance objectives have been made...", 1(C) reasonable cost and schedule estimates have been developed..." and (2) I have received the results of the preliminary design review and conducted a formal post --preliminary design review assessment and, and certify on the basis of such assessment that the program demonstrates a high likelihood of accomplishing its intended mission."

DSE anticipates supporting approximately 16 2366a or 2366b certifications per year.

1.4. Program Analysis and Advisory Support

1.4.1. Defense Support Teams (DST) and Joint Assessment Teams (JAT)

The contractor shall participate in focused reviews of technical issues as directed by the DDR&E or USD(AT&L) including Defense Support Teams (DST), Joint Assessment Teams (JAT) and specific program or industry areas of interest. Technical reviews may use tailored DAPs methodology and require specific expertise not normally retained on stall.

DSE conducts or has significant participation in an average of 5 DSTs and JATs per year. The total number of DSTs and JAT reviews may surge by as many two additional DSTs and JATs in any given year.

1.4.2. Independent Ad-Hoc Reviews or Special Studies

The contractor shall conduct extremely focused, short turn-around highly technical reviews on specific issues as directed by the DSE. These reviews need not follow the DAPS methodology and generally require high levels of expertise not maintained within the full time staff.

DSE averages 5 ad-hoc reviews or special studies per year.

1.5. Process and Methodology

1.5.1. Performance Criteria in SEP and TEMP

The contractor shall track, store and analyze detailed, measurable performance criteria during the execution of MDAPs. The contractor shall provide the DSE appropriate reports and supporting data to assist the Director, Program Assessment and Root Cause Analysis (DPARCA) in the execution of his duties.

DSE anticipates reporting performance criteria to PARCA on 25 programs per year.

1.5.2. Defense Acquisition Program Support (DAPS) Methodology

The contractor shall develop and maintain the DAPS (Defense Acquisition Program Support) methodology to support program support reviews, assessments of operational test readiness, non-advocate reviews, and other review activities such as Defense Support Teams (DSTs), Independent Review Teams (IRTs), or Joint Analysis Teams (JATs). The contractor shall continuously update the DAPS methodology to reflect lessons learned and changes in policy and guidance. To ensure consistency in application, the contractor shall maintain changes under rigorous configuration control. The contractor shall develop an online assessment support tool that guides contractor and government DAPS users through the creation of their findings/reports for reviews or assessments that use the DAPS methodology.

DAPS Methodology is approximately 450 pages and is updated annually.

1.5.3. Integration Risk Assessment Methodology

The contractor shall develop and maintain a methodology and processes to assess systems integration risk that will be used to support technical reviews and milestone decision points. The methodology and processes will also be

used to provide risk status of all MDAP programs for the annual report to Congress and allow PMOs to proactively, reduce integration risk during each acquisition phase. The contractor shall research industry, academia, and government organizations for best practices. The contractor shall develop, document and coordinate methodology and processes and integrate results into DAPS methodology and PSR processes.

One time activity to be completed within 6-months of contract award and updated annually.

1.5.4. Systemic Root Cause Analysis

The contractor shall conduct systemic root cause analysis (SRCA) on program issues revealed during PSRs and other reviews. Systemic analysis enables a deeper understanding of the root cause issues and allows for the generation of policy, guidance, human capital and other recommendations that focus objectively on ways to improve processes and products. The contractor shall collaborate with government, industry and academia to conduct analysis and formulate recommendations.

SRCA database currently exits and is maintained by the government. The contractor will have access to enter and extract data. SRCA database is updated following each program review conducted using the DAPS methodology. Database queries and analysis are conducted approximately 5 times per year. The contractor shall prepare presentations reflecting this analysis on a semi-annual basis. The contractor will also document this analysis in the annual report to Congress.

1.5.5. Leading Indicators

The contractor shall work with academia, industry and other government activities to identify and document a set of experience-based indicators that will assist with predicting program success (or failure).

The contractor shall continually capture program execution-related metrics resulting from program reviews and interaction with organizations such as PARCA, CAPE, ARA, and PSA. This effort focuses on identifying and analyzing indicators of future program performance to assist the Department's oversight move from reactive to proactive.

Requires bi-monthly meetings with other organizations and data capture following each program review and DAB. The contractor shall document data in contractor recommended, government approved formats.

1.5.6. Program Metrics

The contractor shall provide engineering services to synthesize major program technical performance metrics and developing dashboard metrics, to include leading indicators, which could aid SE assessments and program execution. The contractor shall develop and measure SE technical performance metrics with a focus on software, reliability, integration, and manufacturing risk and readiness throughout the acquisition life cycle. The contractor shall use sound engineering management tools, methods and metrics to capture, feedback and support the PSR, SE assessment process and annual report to Congress.

The contractor shall update program metric data for each program on oversight a minimum of once every three months and report the data in contractor recommended, government approved formats as part of the monthly DAES process.

1.6. Administrative Tasks

The contractor shall support and provide technical and management inputs to DSE and DSE Deputy Directorate data calls, briefings, articles, reports and guides as required. The contractor shall draw on staff to develop, coordinate and execute plans of action. The contractor shall ensure timely and accurate responses to assigned actions.

The contractor shall collect, consolidate and provide inputs for the weekly activity reports as required. The contractor shall provide value added inputs and ensure quality assurance of the reports. The contractor shall contribute to DDR&E staff meetings with weekly reports on significant activities related to DDR&E imperatives.

The contractor shall provide Activity Security Representative (ASR) support and ensure ASR processes and procedures are established/performed in compliance with organizational and AT&L activity security requirements.

1.7. Continuous Process Improvement

The contractor shall execute and support Continuing Process Improvement activities in order to improve organizational effectiveness and efficiency. The contractor shall support Lean Six Sigma (LSS) Green Belt efforts. The contractor shall support a government led Systems Engineering Process Group (SEPG) as an internal review mechanism to oversee organizational processes, to ensure the processes are properly documented, and to act as a forum to review business metrics. The contractor shall maintain a threshold of 75% of its workforce certified as Green Belt or higher with an objective of 90%.

The contractor shall support a government led Systems Engineering Process Group (SEPG) as required in order to ensure organizational processes are followed and properly documented,

1.8. Training

The contractor shall participate in organizational training as required. The contractor shall also complete OSD mandated training to include but not limited to Information Assurance and Security training, Privacy Act training, Combating Trafficking in Persons training, etc.

2. Special/Other Requirements

2.1. Data Rights

All systems, methodologies, processes, software, databases, analysis tools, data, reference material, documents and other information obtained, produced, or developed by the contractors as part of this effort shall become the property of the Government and shall be delivered to the Government. Systems, methodologies, processes, software, databases, analysis tools and data to be developed, updated, modified, or converted under this task shall be delivered with unlimited and unrestricted rights to the U.S. Government.

2.2. Security

The contractor shall maintain a TOP SECRET facility clearance issued by the Defense Security Service (DSS). All employees designated to perform on this PWS must be U.S. citizens and those associated with providing technical support or working in government spaces must hold a minimum of a SECRET personnel security clearance. Certain employees will require a TOP SECRET security clearance and may be required to maintain their eligibility for access to Sensitive Compartmented Information (SCI) current. The contractor shall maintain a DSS certified safeguarding capability to at least the SECRET level. The contractor will be required to hand carry classified material between government offices and the contractor's site. Specific security instructions will be detailed in the DD 254 associated with the master contract.

2.3. Work Location

Contractor personnel will work in a mix of contractor provided facilities and Government facilities. The Government will provide office space in Crystal City, Arlington VA for no more than 30 individuals. The contractor is encouraged to make maximum use of the government provided office space before locating staff in the contractor's offices. The location of the contractor's facilities shall be in close proximity to the Pentagon. Arlington, VA. The BPA will be firm fixed price with the duration being base plus four (4) years.

<u>BPA</u>

BLANKET PURCHASE AGREEMENT (BPA)

The BPA Basic Document has been modified to reflect the changes referenced above. For clarification purposes, the Revised BPA Basic Document is provided in full text.

SCOPE

The purpose of this BPA is to provide Professional Engineering Services to the Office of the Director of Systems Engineering (DSE) supported by WHS. Acquisition Directorate. The objective of this contract action is to acquire, through award, a minimum of three (3), but no more than five (5) multiple award Blanket Purchase Agreements (BPAs), with firm-fixed price call orders, for systems engineering services. The requirements of BPA Call Order 0001 are provided as a continuation of the Performance Work Statement (PWS) of this RFP. Call Order 0001 is for systems engineering services for the Office of the Director of Systems Engineering (DSE). The DSE is the focal point for all policy, practice, and procedural matters relating to Department of Defense (DoD) Systems Engineering (SE) and its key elements to include technical risk management, software engineering, manufacturing and production, quality, and related disciplines. DSE provides guidance and policy to DoD components in the execution of their general SE and specialty engineering functions across the acquisition process. DSE is substantively engaged throughout the acquisition life cycle with major and selected acquisition programs across DoD to provide advice, mentoring and oversight of the programs technical execution. DSE supports a disciplined programmatic decision making process by providing an independent source of technical knowledge to key decision makers at critical milestones over the program life cycle. (See the enclosed PWS)

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 option years. The Government may extend the terms of the BPAs, in accordance with FAR 52.217-9, beyond the current period of performance by the 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:

| Period of Performance | Dollar Threshold Capacity per Year | Dates |
|--------------------------|---------------------------------------|---|
| Base Year: | \$50,000,000.00 | December 01, 2010 through November 30, 2011 |
| Option Year 1: | \$50,000,000.00 | December 01, 2011 through November 30, 2012 |
| Option Year 2: | \$50,000,000.00 | December 01, 2012 through November 30, 2013 |
| Option Year 3: | \$50,000,000.00 | December 01, 2013 through November 30, 2014 |
| Option Year 4: | \$50,000,000.00 | December 01, 2014 through November 30, 2015 |

The total duration of the BPAs, including the exercise of option years under this clause, shall not exceed the GSA FSS period of performance. The dollar limit of all the BPAs is \$250,000,000.00.

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 Directorate. The ordering Contracting Officer shall ensure compliance with all rules and regulations. Instructions for proposals on call orders will be included in each call order. Orders shall be received and accepted via hardcopy, facsimile, or email.

When a call order is required, the Contracting Officer will issue a request for proposal from all BPA holders. The BPA holders shall submit their proposals to the Contracting Officer, who will evaluate all compliant proposals

received and award the call order in accordance with the evaluation criteria established in the RFP. Each call order shall be binding on the Contractor when their proposal for the call order is accepted by the Government. If an order is less than \$100,000,00, the Contracting Officer may issue call orders on a sole source basis in accordance with DFARS 208.405-70. The agency may restrict competition or award non-competitively if the Contracting Officer determines that a) the requirement is sufficiently urgent; b) only one contractor is capable of providing the specialized services in the quality, quantity or time frame required; or c) the order should be issued in the interest of economy as a follow-on to an order already issued under the BPA.

Failure to reach agreement on the price for any call 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 Washington Headquarters Services, Director, Systems Engineering 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 Directorate

(b)(4)

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 call order unless otherwise directed in the specific call order.

BPA Pricing & Basis

This BPA is established based on GSA Schedule (GS-23F-0065M.) 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 tables below:

| | BASE PERIOD | | | | | Option Year 1 | | | | |
|---------------------------|------------------------------|------------------------------|------------|-------------------------------|------------------------------|---|------------|-------------------------------|--|-----------|
| | 1 Decem | ber 2010 - 3 | | | | 30 November 2011 1 December 2011 - 30 Novem | | | | mber 2012 |
| GSA PES Labor Category | HPTi GSA PES Rate 2010 | HPTi GSA PES Rate 2011 | Disc. % | Discounted GSA PES Rate | HPTi GSA PES Rate 2011 | HPTi GSA PES Rate 2012 | Disc. % | Discounted GSA PES Rate | | |
| Category b)(4) | Rate 2010 | Rate 2011 | % | Rate | Rate 2011 | Rate 2012 | % | Rate | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

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| | | Option 1 | fear 2 | | | Option | Year 3 | | |
|---------------------------|------------------------------|------------------------------|------------|-------------------------------|-----------------------------------|------------------------------|------------|------------------------------|--|
| | 1 Decem | nber 2012 - 3 | 0 Novem | ber 2013 | 1 December 2013 - 30 November 201 | | | | |
| GSA PES Labor Category | HPTi GSA PES Rate 2012 | HPTI GSA PES Rate 2013 | Disc. % | Discounted GSA PES Rate | HPTi GSA PES Rate 2013 | HPTi GSA PES Rate 2014 | Disc. % | Discounte GSA PES Rate | |
| b)(4) | Rate 2012 | Rate 2013 | % | Rate | Rate 2013 | Rate 2014 | % | Rate | |
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(b)(4)

| | | Option \ | fear 4 | | | | | |
|---------------------------|----------------------------------|------------------------------|------------|-------------------------------|--|--|--|--|
| | 1 December 2014 - 30 November 20 | | | | | | | |
| GSA PES Labor Category | HPTi GSA PES Rate 2014 | HPTi GSA PES Rate 2015 | Disc. % | Discounted GSA PES Rate | | | | |
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(b)(4)

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 call orders issued. If travel is required outside the NCR area, it will be addressed separately by call order.

Reimbursement for travel in conjunction with the performance of a call order under the BPA(s) will be in accordance with FAR 31.205-46(a)(3), after approval by the Contracting Officer.

Required Non Disclosure Agreements

The Contractor shall ensure that each employee signs a Nondisclosure Agreement (provided within this BPA) before that employee begins work on a specific Call Order. The contractor shall submit signed copies of the agreement to the Contracting Officer prior to the award of a Call Order under this BPA or before a new employee begins to support an ongoing Call Order.

Small Business Participation/Reporting

The Government wishes to cultivate small business sources in support of Office of the Director, Systems Engineering (DSE) requirements. To that end, the Government intends to actively monitor each BPA holders efforts to include small business participation under awarded Task Orders.

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 reviewed against WHS FY2010 Subcontracting Goals set forth below; and the Contractors demonstrated commitment to supporting the Governments goal of cultivating small business sources in support of DSE will also be evaluated. Additionally, option exercise will be linked to the afore-mentioned review results.

WHS FY 2010 Subcontracting Goals

| (b)(4) Small business | |
|-----------------------|--|
|-----------------------|--|

| Small-disadvantaged business | (b)(4) | | |
|---|--------|--|--------|
| Woman-owned small business | | | |
| HUB Zone | | | |
| Service-Disabled Veteran-Owned Small Business | | | (b)(4) |

The Contractor's results on this BPA will be included in any past performance reporting that may be requested/accomplished on this BPA. The Government reserves the right to make small business participation report results a Go/No Go factor for task order award.

ORGANIZATIONAL CONFLICTS ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

a. <u>Purpose</u>: 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. <u>Scope</u>: 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, (b) compete for down 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) <u>Access To and Protection of Propriety Information</u>: 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. <u>Subcontracts</u>: 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. <u>Disclosures</u>: 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.

<u>QASP</u>

Quality Assurance Surveillance Plan Professional Engineering Services For the Office of the Director, Systems Engineering RFP HQ0034-10-R-0116

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 call orders to be accomplished by the Contracting Officer or his duly authorized representative. The Inspection of Services FAR Clauses 52.246-4.

2. RESPONSIBILITIES

2.1 Government officials shall have responsibility for implementation as follows:

<u>Contracting Officer (CO)</u> – 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.

<u>Contracting Officer's Representative (COR)</u> - 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 <u>100% Review</u> - 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 <u>Random Monitoring</u> - 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 <u>Passive Monitoring</u> – 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 hasis. **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.
- e. Conduct a trend analysis of validated negative comments if appropriate.

5. PERFORMANCE ASSESSMENT DOCUMENTATION

5.2 Performance Assessment Log. The COR shall document performance assessment monthly. The Performance Assessment Log is an official government record of inspections of the performance objectives and other inspection items contained in this QASP.

5.2.1 The Performance Assessment Log can be created locally. An example is attached. It shall contain the following items as a minimum:

5.2.1.1 Performance Objectives. From the Performance Requirements Summary in Section E of the Contract.

5.2.1.2 Performance Standards. From the Performance Requirements Summary in Section E of the Contract.

5.2.1.3 Method of Performance Assessment. If inspections were conducted in accordance with the QASP, enter "IAW QASP." If the inspection method deviated from the procedures of the QASP, indicate what methods were used.

5.2.1.4 Date Accomplished. Enter date accomplished to verify and track that the performance assessment was performed within a particular timeframe.

5.2.1.5 Comments. Provide qualitative comments on the performance of the contractor for the specified period of performance based on the established performance standards. Comments shall be of enough sufficiency so as to provide meaningful and constructive feedback to the contractor, and shall, if appropriate, identify any incentives or disincentives that should be applied and the associated rationale.

5.2.2. Completed Performance Assessment Logs will be maintained in the performance assessment folder until such time as they are requested by the Contracting Officer. At the completion of the contract, the COR will contact the Contracting Officer for disposition instructions of the performance assessment records.

6. PERFORMANCE REPORTING REQUIREMENTS

6.1 COR Feedback to the Contractor. The COR shall report detailed results of

performance assessments to the Contractor on a monthly basis. Documentation of the feedback session, if any, shall be filed in the Records section of the Performance Assessment Folder.

6.2 Contractor Performance Assessment Reporting System (CPARS) Items that are surveyed IAW this QASP may and should also be used as input to the CPARS. The COR should keep in mind that details of the inspections from the activity log can be used for this purpose. The inclusion of more detailed documentation of inspection results would be very helpful to the development of the CPARS. CPARS reporting shall be accomplished at the end of each contract period of performance. Interim reporting may be considered by the Contracting Officer due to exceptionally good or exceptionally poor performance, or at the request of the contractor.

Technical Exhibit 1 QUALITY PLAN – PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Contractor's service requirements are summarized into performance objectives and quality standards that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. Performance in accordance with these thresholds is critical to mission success.

| Performance Objective | Standard | Performance Threshold | Method of Surveillance | Incentive/Disince ntive |
|--|---|---|---------------------------|--|
| PRS #1 – For each Call Order, the Contractor, in a timely fashion, provides appropriately skilled professional personnel with necessary security clearances to support DSE in accomplishment of its mission. | Skilled, motivated, and sufficiently cleared support personnel report to work within 15 work days of vacancy being identified. | No more than one (1) transgression per 90 day period. | Client Interview | Past Performance Rating: Option Exercise |
| PRS #2 – The Contractor recruits and maintains a stable and talented workforce that effectively supports the DSE mission requirements. | Minimal turbulence and turnover in the workforce that promotes a stable and productive work environment, with a reduced learning curve and task repetition. | No more than one related episode per 90 day period. | Client Interview | Past Performance Rating; Option Exercise |
| PRS #3 – The Contractor's workforce consistently generates timely work product of high quality. | All deliverables and written products, including hut not limited to Position Papers, White Papers, Briefing Material, meeting summaries, and issue papers, reflect thorough research in and knowledge of the topic at hand; articulate clear conclusions and/or recommendations, as appropriate; all material is written and formatted as directed; reflects Government guidance on draft and final material and is comprehensive, coherent, accurate, timely, and complete. | No more than three transgressions per 90 day period. | Client Interview | Past Performance Rating: Option Exercise |

| | Professional advice and assistance is rendered pro-actively; is thorough and well thought-out; is rational, executable, and supportable. | | | |
|--------------------------|---|-------------------|--------------|------------------|
| PRS #4 - Contractor | WHS FY 2010 | Contractor effort | Reflected in | Past Performance |
| results under Clause E.4 | Subcontracting Goals | to meet WHS FY | Quarterly | Rating: Option |
| "Small Business | | 2010 | deliverable | Exercise, Call |
| Participation/Reporting" | | Subcontracting | report. | Order Award |
| herein. | | Goals. | | |

End of Technical Exhibit 1

NON DISCLOSURE

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 contract will sign the Certificate of Nondisclosure set forth below.

Nondisclosure Agreement For Contract HQ0034-11-A-0003

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 Professional Engineering Services in support of Contract HQ0034-10-X-XXXX. 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

H-2 COMPLIANCE

H-2 COMPLIANCE WITH PENTAGON REGULATIONS

The site of the work is on a Federal Reservation Complex and the Contractor shall observe rules and regulations issued by the Director, Washington Headquarters Services (WHS) covering general safety, security, sanitary requirements, pollution and noise control, traffic regulations and parking. Information regarding requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining it from the appropriate authorities.

The contractor and its employees should be familiar with 32 C.F.R. 234, Conduct on the Pentagon Reservation. (End of clause)

<u>H-3 ID</u>

H-3 IDENTIFICATION OF EMPLOYEES

All Contractor and subcontractor 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 that they are Government officials. All documents or reports produced by the Contractor shall be marked as contractor products or otherwise indicate that contractor participation is disclosed.

(End of clause)

H-01 OCI ANALYSIS/DISCLOSURE H-1 OCI

OCI ANALYSIS/ DISCLOSURE FORM

| J. BPA Number | 2. Program Title | |
|--------------------------------|---|-----------------------------|
| HQ0034-}1-A-0003 | Professional Engineering Services for the Office of the Director, Systems Engineering | |
| 3. Contractor Name and Address | | 4. Telephone Number and POC |

| 5. Type of work to be performed under this agreeme | nt: | |
|---|--|-------------------------------|
| | | |
| Other DSE 6. Contract Number and Professional Services - related work requiring analysis and determination: | Program Title | |
| 7. Brief Summary/ Description of work performed w | nder Block & action: | |
| | | |
| 8. Relationship between requirements of Block 1 act | tion and work performed under Block 6 action (I | f None, State Why): |
| 9. Offeror/Contractor OCI Evaluation and Assessme (a) Does Actual OCI exist? (-) Yes (-) No | | OW and complete Block 10): |
| (b) Does Potential OCLexist? (-) Yes (-) N | | |
| | | |
| 10. Summary of actual/potential OCI, including acti | ions planned to avoid, neutralize, or mitigate con | iffict or potential conflict: |
| 11. Typed Name of Responsible Official | 12. Signature | 13. Date |
| | | |
| 14. Typed Name of Contracting Officer | 15. Approval Signature | 16. Date |
| | | |

INSTRUCTIONS FOR COMPLETING OCI ANALYSIS/ DISCLOSURE FORM

Blocks I through 5: Self explanatory

<u>Block 6</u>: Fill in the number and the short, official title by which the contract or subcontract requiring analysis and determination is formally known. This is work that has already been awarded, is being performed by your company, and requires a comparison with the work described in Blocks 1 – 5. **NOTE**: One OCI Analysis/ Disclosure Form shall be submitted for EACH related contract or subcontract currently being performed.

Block 7: Provide a brief, hat specific, narrative summary of the SOW and work performed on the contract or subcontract listed in Block 6, including the period of performance and the value.

Block 8: Provide a brief, but specific, narrative summary of ANY relationship between the work to be performed under the action listed in Block 1 and the previous work performed under the action listed in Block 6. Please be as specific as possible by citing the specific RFP/SOW paragraph where possible.

Block 9: Place an "X" in the appropriate () for your responses.

Block 10: If you answer yes to either 9(a) or to 9(b), provide a summary of the actual or potential OCL

Blocks 11, 12, and 13: Provide the name of your company official with the responsibility for and/or authority to discuss and commit the company on matters related to OCI issues. That official should then sign and date each form.