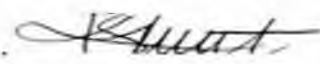


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 48	
2. CONTRACT NO. HQ0034-11-A-0009		3. AWARD/EFFECTIVE DATE 13-Dec-2010		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0034-10-R-0105	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRIS TOMPSON				b. TELEPHONE NUMBER (No Collect Calls) 703-696-2476	
9. ISSUED BY WHS ACQUISITION DIRECTORATE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209-2133 TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO OSD DEFENSE RESEARCH AND ENGINEERING (b)(6)		CODE HQ0287		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR SCHAFFER CORPORATION PATRICIA BUCKLEY 321 BILLERICA ROAD CHELMSFORD MA 01824 TEL. 978-674-8500		CODE 8F406		18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 E. 56TH STREET INDIANAPOLIS IN 46249-1510		CODE HQ0347	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: HQ0034-10-R-0105				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED , YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 15-Dec-2010	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KORTNEE STEWART / CONTRACTING OFFICER TEL: 703-696-2461 EMAIL: kortnee.stewart@whs.mil			

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

PAGE 2 OF 48

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY *(Print)*

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

This agreement is entered into this 13th day of December 2010, by the United States of America (the "Government") represented by Kortnee Stewart, the Contracting Officer, and Schafer Corporation (the "Contractor").

AGREEMENT INFORMATION:

AGREEMENT CEILING AMOUNT	\$100,000,000.00
AGREEMENT PERIOD START DATE	13-DEC-2010
AGREEMENT PERIOD END DATE	12-DEC-2015

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DDR&E Mission Support Services FFP The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform broad Defense Research Science & Engineering Technical Analysis (SETA), and Advisory and Assistance Services (A&AS) as described in the PWS.	12	Months		\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel and Other Direct Costs COST The contractor shall be reimbursed for miscellaneous items in support of this BPA. Travel for this BPA must be in accordance with FAR 31.205-46. Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Travel Not-to-Exceed (NTE) \$10,000.		Dollars, U.S.		\$0.00
ESTIMATED COST					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		10,000	Dollars, U.S.		\$0.00 NTE
	Surge CLIN - Task Order 0001 FFP Surge CLIN IAW Task Order 0001 PWS Section 6.4.7. Not-to-Exceed (NTE) \$10,000.				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION		12	Months		\$0.00
	DDR&E Mission Support Services FFP The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform broad Defense Research Science & Engineering Technical Analysis (SETA), and Advisory and Assistance Services (A&AS) as described in the PWS.				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Dollars, U.S.		\$0.00

OPTION	Travel and Other Direct Costs COST
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The contractor shall be reimbursed for miscellaneous items in support of this BPA. Travel for this BPA must be in accordance with FAR 31.205-46. Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Travel Not-to-Exceed (NTE) \$10,000.

ESTIMATED COST	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		10,000	Dollars, U.S.		\$0.00 NTE

OPTION	Surge CLIN - Task Order 0001 FFP
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Surge CLIN IAW Task Order 0001 PWS Section 6.4.7. Not-to-Exceed (NTE) \$10,000.

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		\$0.00
OPTION	DDR&E Mission Support Services FFP				
	The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform broad Defense Research Science & Engineering Technical Analysis (SETA), and Advisory and Assistance Services (A&AS) as described in the PWS.				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Dollars, U.S.		\$0.00
OPTION	Travel and Other Direct Costs COST				
	The contractor shall be reimbursed for miscellaneous items in support of this BPA. Travel for this BPA must be in accordance with FAR 31.205-46. Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Travel Not-to-Exceed (NTE) \$10,000.				
ESTIMATED COST					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		10,000	Dollars, U.S.		\$0.00 NTE
OPTION	Surge CLIN - Task Order 0001 FFP Surge CLIN IAW Task Order 0001 PWS Section 6.4.7. Not-to-Exceed (NTE) \$10,000.				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		\$0.00
OPTION	DDR&E Mission Support Services FFP The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform broad Defense Research Science & Engineering Technical Analysis (SETA), and Advisory and Assistance Services (A&AS) as described in the PWS.				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002			Dollars, U.S.		\$0.00

OPTION	Travel and Other Direct Costs COST
--------	---------------------------------------

The contractor shall be reimbursed for miscellaneous items in support of this BPA. Travel for this BPA must be in accordance with FAR 31.205-46. Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Travel Not-to-Exceed (NTE) \$10,000.

ESTIMATED COST	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		10,000	Dollars, U.S.		\$0.00 NTE

OPTION	Surge CLIN - Task Order 0001 FFP
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Surge CLIN IAW Task Order 0001 PWS Section 6.4.7. Not-to-Exceed (NTE) \$10,000.

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		\$0.00
OPTION	DDR&E Mission Support Services FFP The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform broad Defense Research Science & Engineering Technical Analysis (SETA), and Advisory and Assistance Services (A&AS) as described in the PWS.				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002			Dollars, U.S.		\$0.00
OPTION	Travel and Other Direct Costs COST The contractor shall be reimbursed for miscellaneous items in support of this BPA. Travel for this BPA must be in accordance with FAR 31.205-46. Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Travel Not-to-Exceed (NTE) \$10,000.				
ESTIMATED COST					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		10,000	Dollars, U.S.		\$0.00 NTE
OPTION	Surge CLIN - Task Order 0001 FFP Surge CLIN IAW Task Order 0001 PWS Section 6.4.7. Not-to-Exceed (NTE) \$10,000.				
NET AMT					\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 13-DEC-2010 TO 12-DEC-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) FOB: Destination	HQ0287
0002	POP 13-DEC-2010 TO 12-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
0003	POP 13-DEC-2010 TO 12-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
1001	POP 13-DEC-2011 TO 12-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
1002	POP 13-DEC-2011 TO 12-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
1003	POP 13-DEC-2011 TO 12-DEC-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2001	POP 13-DEC-2012 TO 12-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2002	POP 13-DEC-2012 TO 12-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2003	POP 13-DEC-2012 TO 12-DEC-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
3001	POP 13-DEC-2013 TO 12-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
3002	POP 13-DEC-2013 TO 12-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
3003	POP 13-DEC-2013 TO 12-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
4001	POP 13-DEC-2014 TO 12-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
4002	POP 13-DEC-2014 TO 12-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
4003	POP 13-DEC-2014 TO 12-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287

CLAUSES INCORPORATED BY REFERENCE

CLAUSES INCORPORATED BY FULL TEXT

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 60 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE-BASED WORK STATEMENT (PWS) FOR DEFENSE RESEARCH SCIENCE & ENGINEERING TECHNICAL ANALYSIS (SETA) ADVISORY & ASSISTANCE SERVICES (A&AS) FOR THE OFFICE OF THE DIRECTOR, DEFENSE RESEARCH AND ENGINEERING

1. DESCRIPTION OF SERVICES/GENERAL INFORMATION

1.1 Background: The Office of the Director, Defense Research and Engineering (DDR&E) is tasked with providing oversight of science and technology and advanced component development and prototypes – i.e. research and engineering (R&E) – to solve current and future challenges for the Department of Defense (DoD). There are five main Directorates and organizations under the DDR&E's purview: Principal Deputy, Research, Systems Engineering, Rapid Fielding, Development Test and Evaluation. Additionally, this PWS includes support for the AT&L Office of the Director of Operation Energy Plans and Programs. DDR&E requires highly specialized program and technical support services to achieve its mission. Details on the DDR&E mission, role, and responsibilities are available at <http://www.defenselink.mil/ddre/mainpage.htm>.

1.2 Scope: This PWS serves as the basic description of services and provides general requirements applicable to all executed task orders. Sections 1 through 4 apply to all executed task orders, and each task order will provide sections 5 through 7 that describe the task-specific requirement including labor and deliverables. The task areas in this PWS require the contractor to provide in-depth knowledge of mission support services. The contractor shall provide both on-site and off-site support for routine and unforeseen events and requirements as directed by the contracting authority via a task order or via modification to an existing task order. The number, type, and essential skills for contractor personnel shall be dictated by the nature of the tasks in each task order. The Contractor shall provide personnel during normal operations and during surge or special situations to accomplish the requirements specified in this document. The contractor shall efficiently and effectively manage the performance under this contract to ensure all the necessary technical, business, and administrative planning; organizing; managing; coordinating and tracking (e.g., cost, schedule, deliverables), performance management, systems engineering management, resource management, data management, and subcontract management required to perform all activities is accomplished, as required by this PWS. The contractor will identify a project manager as the focal point of contact for work to be performed under any resultant Task Orders.

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

This Washington Headquarters Services (WHS) non-personal, professional and executive-level mission support requirement is a vehicle to provide broad Defense Research Science & Engineering Technical Analysis (SETA), and Advisory and Assistance Services (A&AS) on-site/off-site support, in most instances, in a classified environment. The objective of this contract action is to acquire, through award of multiple award BPA contracts, with firm-fixed price task orders, professional and executive-level mission support services primarily for the Office of the Under Secretary of Defense Acquisition, Technology and Logistics (OUSD(AT&L)), Director of Defense Research and Engineering (DDR&E). Other services may take the form of information, advice, expert opinions, alternatives, analyses, evaluations, recommendations, training, and services to complement the Government's technical expertise. Contractor employees are expected to interface with senior officials in DoD and the Executive Branch, Members of Congress, program managers, university officials, and the public. The services provided falls into one of the following categories:

1.2.1 Science, Engineering and Technical Services

1.2.2 Management and Professional Services

1.2.3 Program Management

1.2.4 Financial Management

1.2.5 Administrative Services

1.2.6 Facilitation and Assessment

1.2.7 Assessment and Security

1.2.8 Specialized Consultants/Functional Specialist/Practitioner (i.e. Statistician, Speechwriter, Acquisition Experts)

1.2.9 A technical support team with the expertise to provide highly specialized technical, financial, administrative, and programmatic support and analysis of current and planned (R&E, etc.) projects for DDR&E and other WHS Acquisition Division customers.

1.2.10 The intent of this PWS is to describe the general and representative efforts required under this BPA requirement. The specific task requirements will define: the objective, scope, background, technical requirements, the estimated level of effort, the security clearances required to accomplish the work, the education level required to accomplish the work, estimated other direct costs, the period of performance and the required schedule, data items, deliverables, performance objectives, performance thresholds, and any other considerations for each task. AT&L/DDR&E is the primary using activity for this BPA Contract; however, other WHS customers may use it on a case-by-case basis, subject to approval. The nature of this work will, at times, demand the contractor be capable of quick response to near-term deadlines.

1.3 Contract Requirements:

1.3.1 Technical Support Team. The Contractor shall provide program personnel with expertise in both development and coordination of concepts and requirements, and application of current and emerging technologies as they apply to DoD's DDR&E program. Provide programmatic assistance and support to the government from system concept definition through technology transfer activities. Review and coordinate concepts and requirements for the application of current and emerging technologies. The contractor shall provide personnel that have thorough knowledge of the DoD R&E program and possess the capability to support the tasks outlined below. In addition, the contractor shall demonstrate to the Government, prior to assignment that Contractor personnel can perform the technical requirements by:

- Submitting each candidate's resume to the Government for review. The resume must include the labor category, and identify the knowledge, skills and

abilities the candidate possesses to perform the technical requirements for each position. In addition, the resume shall list the candidates' specialized experience, certifications(s), and education.

1.3.1.1 The following represent the type of Technical Support that may be required:

- 1.3.1.1.1 Senior Systems/Project Engineer
- 1.3.1.1.2 Senior Physical Scientist
- 1.3.1.1.3 Senior Program Analyst
- 1.3.1.1.4 Senior Level Statistician
- 1.3.1.1.5 Senior Level Speechwriter
- 1.3.1.1.6 Mid-Level Systems/Project Engineer
- 1.3.1.1.7 Mid-Level Physical Scientist
- 1.3.1.1.8 Mid-Level Congressional Liaison
- 1.3.1.1.9 Mid-Level Systems/Project Engineer for Biometrics
- 1.3.1.1.10 Mid-Level Systems/Project Engineer
- 1.3.1.1.11 Mid-Level Program Analyst
- 1.3.1.1.12 Technical/Administrative Specialist I
- 1.3.1.1.13 Technical/Administrative Specialist II
- 1.3.1.1.14 Technical/Administrative Specialist III
- 1.3.1.1.15 Principal Technical Expert Consultant
- 1.3.1.1.16 Additional fixed price positions may be required by

the Government, which, if added to the contract via modification will expand the scope of the Technical Support Team.

1.3.1.2 Potential Technical Support Team Tasks

1.3.1.2.1 **Research and Engineering Management.** If tasked, the contractor shall provide senior level support for management and oversight of R&E programs in the following areas of expertise.

1.3.1.2.1.1 Program Analysis. The contractor shall analyze and monitor funding and scientific breadth of research programs implemented by the Service and Defense Agencies. The contractor shall conduct systems trade-off and technical analysis for emerging, ongoing, or completed R&E projects as directed by DDR&E. The contractor shall use available commercial and Government analysis tools to provide tailored analysis to assist DDR&E with evaluation of ongoing and proposed R&E projects.

The contractor shall provide support in biometrics to the Rapid Reaction Technology Office (RRTO) to assist the Director of Defense Biometrics in executing DDR&E responsibilities as Principal Staff Assistant for Defense Biometrics. Duties will include assessing and evaluating the adequacy of defense-wide biometrics programs and resources, developing strategic guidance for future biometrics capabilities and developing and implementing a long-term biometrics science and technology plan.

The contractor shall conduct research and analysis and perform program management functions for advanced technology initiatives and programs. Duties include reviewing project proposals, making funding recommendations, monitoring project progress, coordinating within DoD and other Government agencies, pursuing transition opportunities, coordinating workshops and recommending project termination strategies. The contractor shall have a Bachelor's Degree in a technical field or equivalent technical experience. The contractor shall have at least 5 years of mid-to-executive-level technical program or acquisition manager/analyst experience with DoD advanced technology programs or the management of technical projects. In addition, must have working-level expertise in DoD acquisition management and the DoD Planning, Programming, Budgeting and Execution (PPBE) process.

The contractor shall provide statistical analyses and probabilistic assessments of qualitative and quantitative data. Support development of a forecasting program to include assessment of characteristics for forecasting including but not limited to forecasting methods, technology area, time horizon, probabilistic/non-probabilistic methodologies, and quantitative/qualitative methodologies. The contractor shall also develop evaluation strategies for probabilistic forecasts (accuracy and precision) and non-probabilistic forecasts (accuracy and precision) as well as how these widely varying methods can be compared to one another.

1.3.1.2.1.2 Coordination of the Joint Reserve Unit

Activities. The contractor shall serve as the coordinator for the Joint Reserve Unit and other military Reserves-related support activities. Duties will include developing and submitting annual requirements for Reservist support (man days) through the individual Services, coordinating with overseas Defense S&T Centers on matters related to Reservist Foreign Technology Assessment support, providing OSD-level guidance and assistance to individual Reservists supporting DDR&E, providing support for the annual Disruptive Technology War-game, organizing the Joint Reserve Unit's annual Work Definition Conference, and planning for and monitoring per diem and travel funding. Military experience (active or reserve) is desired. Familiarity with Joint Travel Regulations and budget experience desired.

1.3.1.2.1.3 Preparation of Briefings and Other

Documentation. The contractor shall prepare formal, official program documents and correspondence based on DDR&E input and direction and maintains accountability of associated program files and records. The contractor shall assist in the development and coordination of appropriate responses and reports to congressional inquiries and legal requirements pertaining to R&E projects, as well as analyzing congressional documentation and interest in project activities. The contractor will provide these summaries as prescribed in official DoD or other federal directives.

1.3.1.2.1.4 Participation in In-Process Reviews and

Briefings. The contractor shall actively participate in scheduled and unscheduled in-process review meetings and briefings, as required by the Government. The contractor shall participate in ad-hoc meetings and be able to complete quick response assignments. The contractor shall maintain configuration and quality control of assignments at all times to assist with this task.

1.3.1.2.1.5 Liaison with Governmental and Non-

Governmental Agencies. The contractor shall interface with Governmental and non-

Governmental agencies. Other functions include analyzing requirements for Interagency working groups and coordinating inputs from numerous sources, other Government agencies, academia, and non-Governmental organizations.

1.3.1.2.2 Administrative Support. The contractor shall provide expert level administrative support for senior executives and must be highly proficient with Microsoft Office Suite applications. The Contractor should have general knowledge and experience coordinating international collaborative science and technology development programs. The contractor should also have general knowledge and experience in management, international relations, international security, foreign affairs with the ability to effectively interact with staff at all levels of DoD and foreign Governments. It is also essential that the contractor have the ability to provide administrative support for meetings, correspondence, and gathering background information to support senior officials' attendance at international meetings. Administrative support activities include but are not limited to:

1.3.1.2.2.1 Maintain Calendar. The contractor shall maintain the calendars of office personnel and coordinate the daily activities and travel schedules to resolve conflicting priorities and requirements and ensure support for attendance at high profile meetings.

1.3.1.2.2.2 Preparation of Correspondence and Reports. The contractor shall prepare formal, official correspondence based on drafts from senior level persons in the office. The memos and other documents shall follow the USD(AT&L) guide correspondence and other standard established for the office and shall be appropriate for senior level Government officials. The contractor shall assist in preparing required reports and presentations.

1.3.1.2.2.3 Interaction with Public. The contractor shall answer the telephone and refer the calls to other responsible individuals within the office. The administrative staff will serve as the interface with the public whenever there are inquiries concerning the office, including the greeting of high level officials.

1.3.1.2.2.4 Office Management. The contractor shall be responsible for coordination of office administrative functions including office security administration, office space management, processing security clearance and visit requests for DDR&E personnel and visitors, scheduling office events and ordering supplies. The contractor shall have experience in administrative support and working knowledge of DoD security procedures.

1.3.1.2.2.5 Mail Processing. The contractor shall process incoming mail, including e-mail and facsimile, to route correspondence to the appropriate individual in the office for response and action.

1.3.1.2.2.6 Maintenance of Files. The contractor shall maintain accountability of files and correspondence in the office, both in electronic and in paper

form IAW WHS Administrative Instruction (IA) 15. The files should be readily accessible whenever the need arises to find historical documents.

1.3.1.2.2.7 Other Duties. The contractor shall perform other appropriate duties as assigned in an office environment.

1.3.1.2.3 **Principal Technical Expert Consultant.** The contractor shall provide consultation services to the Director, Joint Operations Support, on acquisition life cycle processes with emphasis on integration of efforts across the military needs, acquisition/technology development and Planning, Programming, Budgeting, and Execution processes. The Technical Consultant shall provide expert-level representation for senior officials from the DDR&E at forums deliberating on "Capabilities Based Planning (CBP)", "Capabilities Portfolio Management (CPM)", and acquisition reform initiatives and shall deliver appropriate executive-level support.

1.3.2 Defense Support Teams. The DoD's key expertise for reviewing and guiding research and engineering programs resides in the DDR&E. The DDR&E staff augments their responsibilities through their connections to technology and acquisition experts in various fields throughout academia, industry, and Government. This contract supports the directed responsibilities by building DDR&E Support Teams (DSTs) and other special topic, limited scope investigation and analysis teams of technology and defense acquisition experts to conduct program and technology assessments. The term DSTs as used in this PWS is not limited to DDR&E chartered DSTs. It includes all similar special studies, analysis reviews and assessments of limited scope and duration chartered by organizations authorized to use this contract. The DSTs will analyze the key engineering and technology problem areas and offer adjustments in the development and test plan; alternate technical approaches; or new technologies that could enable successful development. The DSTs will constitute expert non-advocate reviews.

1.3.2.1 DST Tasks.

1.3.2.1.1 Oversee and manage the DST process for the Government.

1.3.2.1.2 Provide mechanisms to acquire expertise and information in support of DSTs and ODDR&E.

1.3.2.1.3 Provide all day-to-day administrative support and assistance required to execute the DST program.

1.3.2.1.4 Host DST meetings. DSTs will require the same infrastructure, equipment and facilities that generally would be required for full-time office employees, with capabilities for storage and work with classified data. Also required will be conference and auditorium facilities.

1.3.2.1.5 Develop data and statistics concerning DST and DST operations.

1.3.2.1.6 Interact with Government sponsors; the ODDR&E, the contracting officer, the COR, the DSTs and others, as required.

1.3.2.1.7 Provide support to ensure the technical quality and relevance of assessments and reports generated by the DST group.

1.3.2.1.8 Develop and maintain integrated project files, databases, and spreadsheets to be on a continuing basis throughout the project to facilitate project activities.

1.3.2.2 Security and access requirements for DSTs. The contractor shall conduct the efforts set forth for DSTs in accordance with the provisions of DD Form 254, Contract Security Classification Specification, attached hereto. In addition, the contractor will be responsible for overall security for the DST group to include: the facilities, participants and other security needs. Types of security issues the contractor will be responsible for include:

1.3.2.2.1 Ensuring that all DST participants have the proper and appropriate security clearances on file in accordance with the DD254 prior to allowing work with classified data, appropriate clearances are obtained and maintained for those individuals proposed to work with such data. For example, appropriate clearances for all study team meetings must be obtained prior to the meetings.

1.3.2.2.2 Ensuring that all security rules, regulations and other requirements are met and adhered to by the DST team while in the contractor's facility.

1.3.2.2.3 Conducting security briefings for all DST participants advising them of their security responsibilities and ensuring that they are aware of all security procedures. Further, DST participants should be informed they have complete access to a security officer in case of questions or other issues.

1.3.2.3 Conflict of Interest. All DST members shall complete a Conflict of Interest Statement provided by the Contracting Officer. The DST Membership Agreement requires that members must advise the steering committee of any potential conflict of interest related to their DST activities.

1.3.3 **Conference Support.** The contractor shall assist the Government with DDR&E-directed technical conferences to include, but not limited to, the annual Staffer Day Conference and any other conferences requiring contractor assistance and in accordance with applicable Fiscal Law requirements. Support shall include, but is not limited to, facilitation, facility and logistical arrangements, technical material development and presentation and other support services.

1.3.4 **Specialized Support.** The contractor shall provide support for quick-response, limited term, and highly specialized consultants. Typical requirements for these tasks

include very senior personnel with significant DoD experience or highly specialized and technically qualified abilities. Some examples of specialized technical support include: program budget analysis, public affairs functions, briefing development, developing marketing pamphlets/brochures, participation in limited scope and duration research, analysis or assessments, or other technical experience in a specialized field.

1.3.5 Engineering and Technical Services. The contractor shall provide advice, assistance and training required to maintain and operate equipment and components. This includes software independent verification and validation (IV&V) activities when applicable. The contractor shall provide a variety of engineering and technical services such as:

1.3.5.1 Supporting system integration of new technologies into current weapons systems.

1.3.5.2 Reviewing and making recommendations on proposed engineering changes.

1.3.5.3 Conducting specialized training

1.3.5.4 Participating in design/technical reviews in order to make recommendations to the Government.

1.3.5.5 Participating in system testing activities

1.3.5.6 Performing failure analysis and making proposed corrective actions with regard to identified weapon system deficiencies.

1.3.5.7 Conducting reliability and reliability growth analysis.

1.3.5.8 Evaluating technology readiness and technology integration risk.

1.3.5.9 Evaluating program protection and cyber security including identification and mitigation critical program information risk.

1.3.6 Management and Professional Services: Contractor shall provide management and professional support services, i.e., services that provide assistance, advice or training for the efficient and effective management and operation of organizations, activities (including management and support services for R&D activities), or systems. These services are normally closely related to the basic responsibilities and mission of the agency originating the requirement. Included are efforts that support or contribute to improved organization of program management, logistics management, project monitoring and reporting, data collection, budgeting, accounting, performance auditing, and administrative technical support for conferences and training programs. Contractor shall support the following:

1.3.6.1 Manage contractor employees and performance associated with any issued Task Order (TO).

1.3.6.2 Maintain a stable workforce.

1.3.6.3 Develop and maintain a customer-oriented philosophy, create an environment that improves employee performance, solves programmatic issues and delivers high-quality performance.

1.3.6.4 Ensure that the new personnel meet or exceed the stated qualification requirements as stated in the original TO proposal.

1.3.6.5 Respond to Contracting Officer (CO) or Government Program Manager (PM) requests in a timely manner as directed.

1.3.6.6 Identify, document and notify the Government of actual or potential contractor program management problems and deficiencies and report unresolved problems to the CO and Government PM.

1.3.6.7 Perform corrective actions for all identified contractor program management problems and deficiencies IAW time frames specified by CO.

1.3.6.8 Support periodic meetings and conferences convened at the direction of the PM.

1.3.7 Project Management. Provide project management expertise and guidance. Assist in comparing program direction and guidance in program management directives, plans, and other program documents with current in-place contracts, and identify discrepancies and recommend actions. Assist in the preparation, review, and integration of selected milestone review documentation, periodic reports, and certifications as identified in DoDI 5000.2, NSSAP 03-01 and other DoD Directives, and recommend and prepare changes. Assist in identifying and mitigating risks to the program. Assist in reviewing contractor deliverable status together with milestone schedules, status reports, and cost performance reports. Determine accuracy of information/situation depicted, and report inconsistencies. Assist in preparing briefings and reports in direct support of the acquisition program management function. Assist in presenting specific briefings to Government and prime system contractors. Assist in reviewing program plans and other related documents and provide comments. Assist in tracking progress and suggesting alternate approaches for projects behind schedule. Assist in analyzing problems that arise in the performance of program tasks and recommend solutions. Assist in performing systems analysis of network project tracking systems. Evaluate for currency, applicability of tasks, sequence, interdependency, duration, and consistency with program milestones. Assist in conducting broad-based analysis of acquisition programs to support organizational planning. Make recommendations for improvement and efficiency.

1.3.8 Financial Management (FM). Provide all the services found in a programming or comptroller shop to include planning, programming, budgeting, executing (PPBE) and tracking data. Maintain proficiency with fiscal and appropriations law. The following are examples of the types of FM support which may be required. The subparagraphs below contain a non-inclusive list of Financial Management disciplines which may be required.

1.3.8.1 Financial and Budget Administration. Assist in providing financial and budget support and analysis for programs. Provide funding, forecasting, programming, budget information, execution status and funds reconciliation, following the PPBE process, using the requested FM tools and systems. Provide the team with the appropriate support, allowing the program to stay on schedule and meet milestone requirements. Maintain cognizance of the status of approved, deferred, and released funds and provide appropriate tracking documentation. Maintain cognizance of various program funds, and provide financial information for the preparation and execution of financial documents. Maintain an accurate audit trail to separately track, record, and report the status of each funding document to ensure proper use of all funds (active, expired, and cancelled). Reports may consist of, but are not limited to, Defense Acquisition Executive Summary (DAES), Selected Acquisition Reports (SAR), Program Review (PR), Program Executive Review (PER), Financial Management Review (FMR), tri-annual, etc. Contact Senior leadership as required, to OMB, in performance of budget execution or justification. Provide reclaims to higher headquarters on an as needed basis. Continuously provide decision support to management. Contribute in development of program and budget submissions (i.e. Issue Papers, Operations and Maintenance [O-Docs], Procurement Documents [P-Docs] (limited to P-DOCS of a technical nature) and Research Test Development and Evaluation Documents [R-Docs]) and program office memorandums (POM) inputs. Knowledge of Governmental financial activity systems, such as, but not limited to Automated Business Services System (ABSS), Comprehensive Cost and Requirement System (CCAR), Commander's Resource Integration System (CRIS), Looking Glass, Investment Budget Documentation & Execution System (IDECS), Budget Justification System (BJS), System Metric and Reporting Tool (SMART), Mechanization of Contract Administration Services (MOCAS), Foreign Military Sales (FMS), Executive Information System (EIS), Execution Management System (EMS), Defense Financial Accounting System (DFAS), Business Enterprise Information Service (BEIS), and Intragovernmental Value Added Network (IVAN) is desired.

1.3.9 Administrative and Human Resources. Provide general administrative support for organizations to include formatting correspondence, reports, briefings and other content drafted by technical and management personnel; transmit documents and data files; provide general support for business meetings and other events; monitor contractor personnel matters, support travel planning and ensure contractor personnel data currency. Manage and track data call requests. Assist in providing illustration/graphics support that requires visual display/presentations/aids, including videos, beyond the normal capabilities of office personnel. Assist in providing strategic resource management and in planning Government manning resources to keep program office expertise level commensurate with strategic goals and product portfolio.

1.3.10 Assessment and Security. Provide specialized classified “analytical services” and “support services” to meet the challenges of OUSD(AT&L) decision processes. The “analytical services” capability required encompasses comprehensive integrated warfare research, analysis, and modeling and simulation across multiple DoD warfare mission area and associated classified systems. Of particular importance is theater air and missile defense concurrent with force power projection. The efforts may range from warfare performance of single system performance and integrated architecture capabilities assessments to acquisition programmatic cost/schedule assessments to determine ability to field system-of-systems integrated warfare capabilities. The “support services” needed to effectively enable the analytical efforts include, but are not limited to: classified data and security management; and secure analytical and collaborative facilities, and a secure IT wide-area network infrastructure for multi-agency collaboration and analysis. The tasks and type of services are likely to change as issues are raised and new challenges occur to meet these demands.

1.3.10.1 Warfare Performance Analysis. The Contractor shall, as tasked, be able to complete a compressive analysis process against a potentially wide range of topics and issues that may need to be analyzed to effectively support USD(AT&L) critical decisions. These efforts may be conducted independently, in collaboration with other organizations, or through facilitating an external team’s (Government and Contractor) analysis effort. In each OUSD(AT&L) study/analysis effort, the Contractor will be expected to be able to support, as tasked, the requirements as set forth in individual task orders. The complexity and duration of each effort may range from a 30-day “quick look” to a long (one year) comprehensive study.

1.3.10.2 Acquisition Trades Assessments. The current fiscally constrained budget environment is putting increased pressure on cost effective acquisition execution. OUSD(AT&L) needs the ability to apply quantitative analysis techniques to program execution information to support critical acquisition approval decisions. Such tasks will require the contractor to perform analysis of the projected costs of systems/family of systems, as well as, the phasing of the program budget and acquisition plans.

1.3.10.3 Security and Information Management. An overall analysis and decision review process relies upon available and correct information. Platform and system data is under the cognizance of specific AOs and PMs. Classified aspects of each platform or system are managed by those specific program individuals. The OUSD(AT&L) analysis and SOS (System of Systems) acquisition decision process mandates that multiple platforms and systems be aggregated, examined as alternative joint architectures, and analyzed for force effectiveness and capabilities. This multisystem SOS capability analysis and planning requires additional SAP and SCI security and information management than is required by individual programs. To meet this requirement, the Contractor shall provide, as tasked, cleared personnel and security processes necessary to assist the analysis teams to protect sensitive and compartmented information.

1.3.10.4 Secure IM Infrastructure. The overall OUSD(AT&L) JFA (Joint Fires Area) analysis effort requires a consistent and available secure information management infrastructure across multiple agency locations conducting supporting analysis. This infrastructure must be capable of securely moving information and data from unclassified

levels to increasingly higher aggregated classified levels. This envisions a secure Automated Information System (AIS) environment within which basic unclassified source data to be moved (replicated) to a Secret network at which work can be performed. Then this Secret product/data will be moved (replicated) to Top Secret or SAP or SCI networks for additional work. This controlled upward information migration enables the study teams to access same source information regardless of work location. To facilitate this, the Contractor shall, as tasked, establish a common compartment data management environment, based on the OSD(AT&L) SAP IMS infrastructure, to provide the study team with the ability to work with consistent information across multiple security levels.

1.4 Place of Performance. The majority of the work will be performed at the Pentagon or within the National Capital Region (e.g. Crystal City, Rosslyn, Ballston, etc.). Place of performance specifics will be detailed on each task order.

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

Base Year: December 13, 2010 through December 12, 2011
Option Period 1: December 13, 2011 through December 12, 2012
Option Period 2: December 13, 2012 through December 12, 2013
Option Period 3: December 13, 2013 through December 12, 2014
Option Period 4: December 13, 2014 through December 12, 2015

1.6 Observance of Legal Holidays and Facility Closures. The contractor shall not be required or authorized to work when their assigned facility is on holiday or closed. During such periods, the contractor will not be compensated for labor hours without (1) advanced direction by the Contracting Officer or (2) the work being a response to a Government emergency. Following is a list of U.S. Federal holidays and reasons for facility closures:

New Year's Day, January 1
Martin Luther King's birthday, the third Monday in January
President's Day, the last Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veteran's Day, November 11
Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25
Any other day/time designated by Federal statute, executive order, or Presidential Proclamation
Adverse weather conditions or national emergencies may require the Pentagon to close.

Inclement Weather. The contractor will be provided the DoD policy regarding weather emergencies.

1.7 Contractor Identification. Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract. Government supplied badges shall be worn by contractor and subcontractor personnel and be visible at all times.

1.8 Conflict of Interest. The contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The contractor shall not employ any person who is an employee of the Washington Headquarter Services, either military or civilian, unless such person seeks and receives approval in accordance with DoD Directive 5500.7, *Standards of Conduct* and WHS policy. 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 the contract, and shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts. See OCI clause for more details.

1.9 Substitution or Addition of Key Personnel. The Government considers maintaining a low rate of personnel turn-over an important performance measure of the success of this contract (see Section 2, Services Summary).

1.10 Quality Control (QC). The contractor shall be responsible for quality control for all work accomplished during the performance of all tasks. All work shall be accomplished using the best commercial practices and within applicable Government guidelines. The Contractor shall establish a QC Program to ensure that the requirements of this contract are fulfilled as specified. At a minimum, the Contractor shall include the following elements in the QC program:

- A comprehensive inspection system of all the scheduled and unscheduled services and deliverables required in individual tasks.
- The name(s) and contact information of the designated QC Inspector(s) and their backups who will be performing the inspections.
- A proactive methodology to identify and correct problems before the Government identifies these problems. Contractor shall notify the Government of any problems.
- An organized, current file of all Contractor conducted inspections, corrective actions taken, and follow-up inspections.
- Government receipt of all QC reports as mutually agreed upon.

1.11 Quality Control Plan. The contractor shall establish and maintain a Quality Control (QC) Plan for work accomplished under this contract and shall develop QC plans for each task order.

1.11.1 The contractor shall provide a QC Plan for review at the initial kickoff meeting for each task order issued, to be determined at a later date. The QC Plan shall assure

that the requirements of each task order are consistent with reasonable standards of administrative support.

1.11.2 The contractor QC Program shall include:

1.11.2.1 Monthly Report. The contractor shall provide the Quality Assurance Plan (QAP) with a monthly report outlining the work performed and issues/potential areas of concern within five working days of the first day of each month.

1.11.2.2 Continuing review of the contract performance of the task orders. Review shall be accomplished and recorded on a schedule as dictated by the contractor's written QC Plan. Records shall be made available to the QAP upon request throughout the performance period.

1.11.2.3 A method of identifying deficiencies in the quality of service before the level of performance deteriorates to an unacceptable level. QC results should be made available to QAP upon request.

1.11.3 Subsequent changes thereto shall be provided to the Contracting Officer for review and acceptance before implementation.

1.12 Security Requirements. The Contractor may be required to retain secret information at the contractor facility, therefore the Contractor shall possess a SECRET facility clearance from the Defense Security Service at the time proposals are received. If the contractor is required to have access, generate, or work with any classified information, any Contractor employees performing work in support of this contract shall possess or be able to be granted a SECRET (or TS/SCI if needed) clearance from the Defense Industrial Security Clearance Office. The contractor shall comply with DD Form 254, Department of Defense Contract Security Classification Specification, and DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM).

Except where specifically noted, contractor personnel shall require the appropriate clearance prior to task order start date/s. The Contractor must be able to obtain TS/SCI clearance if necessary. In addition, the contractor will not delay assignments due to security clearance issues. The level of clearance will be identified in individual task orders with Special Compartmented Information highly desired for some of the positions. Interim clearances are acceptable. The contractor shall work with the Information Security Program Manager (ISPM) on all security-related issues.

1.12.1 Contractor Access. The contractor shall immediately notify the ISPM when employees no longer require access and/or contract termination and the contractor shall return all Government identification and access badges. The contractor shall immediately notify the ISPM when Government identification and access badges are lost or stolen. The contractor shall comply with all in and out processing of each office.

1.12.2 Privacy and Security. This work effort involves the contractor having access to and/or the safeguarding of classified information/material and shall require an "identify security level" clearance. The security policies, procedures and requirements stipulated in the

NISP, NISPOM and supplements thereto are applicable to include the following security requirements and/or guidance whenever contract performance will occur on a DoD-controlled facility or activity.

1.12.3 Disclosure of Information. The contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, etc.), pertaining to any part of this contract, task orders or any program related to this contract, unless: (1) The Contracting Officer or QAP gives prior written approval; or (2) The information is otherwise in the public domain before the date of release. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit its request to the Contracting Officer or QAP at least 30 days prior the proposed date for the release. The contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer. Each contractor or employee of the contractor to whom information may be made available or disclosed shall sign the Non-Disclosure Agreement provided by the Contracting Officer. Contractor personnel shall not disclose, share, or otherwise make public any network passwords or any information contained in Government information management systems to which contractor personnel have been granted access.

1.13 Building Security. Building security is ensured by location on a DoD facility and through locked doors. The contractor shall be provided access to the furnished office space in accordance with Government regulations and policies. The Government will coordinate with Pentagon Security to ensure that on-site personnel receive all necessary security passes to conduct this project. The contractor shall share with Government personnel the protection and security of all Government information and property within the scope of this PWS.

1.14 Data and Privacy Information. The contractor will have access to data and information proprietary to the Government. The contractor shall not divulge or release data or information developed or obtained in performance of the contract except as authorized by Government personnel or upon written approval of the Contracting Officer. All contract employees will be required to execute Non-Disclosure Agreements prior to commencement of any work under the contract.

1.14.1 The contractor shall not use, disclose, or reproduce proprietary data, other than as required in the performance of the contract. The limitations above do not apply to data or information that has been made public by the Government. Further, this provision does not 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.

1.14.2 All products produced and their associated work papers are to be considered the property of DDR&E.

1.15 Privacy Act. Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

1.16 Training. The contractor shall be responsible for ensuring employee knowledge, skills, and abilities stay current with changing technology. If training is required, it shall be provided by the contractor at no cost to the Government. Government directed training such as annual Information Assurance refresher training may be completed during normal, billable duty hours.

1.17 Section 508 Compliance. The contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. The industry partner should review the following websites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction+Content&ID=12>
<http://www.access-board.gov/508.htm> <http://www.w3.org/WAI/Resources>

1.18 Inherently Governmental. The Contractor shall not perform any inherently governmental functions (e.g. approving or making decisions) associated with the requirements in this Performance Work Statement. In all activities where the Contractor may represent its government customer's positions, the Contractor shall make it clear that he or she is not a government employee.

2. SERVICES SUMMARY. See attached QASP.

3. GOVERNMENT-FURNISHED PROPERTY (GFP), EQUIPMENT (GFE) AND SERVICES

3.1 The contractor shall have full access to GFP, GFE and software necessary to perform the requirements of each task order while working in Government spaces. Individual task orders will specify the amount of space available in government facilities. The contractor is responsible for providing office space and facility support for any Task Orders that do not provide Government facilities for performance. The Government may furnish the computer hardware, software, and supporting GFE materials and facilities, as specified in each task order. All materials will remain the property of the Government and will be returned to the QAP upon request or at the end of the period of performance. In addition, the Government will make available to the contractor all relevant working papers, project descriptions, program briefing

material, policies, procedures, regulations and other pertinent information applicable to DDR&E operations.

4. TRAVEL. Travel, both within and outside of CONUS may be required. Prior to travel the contractor shall coordinate with and receive Government authorization from the applicable PMO. The contractor shall be responsible for obtaining all passenger transportation, lodging, and subsistence. Reimbursement of travel costs will be in accordance with the Joint Federal Travel Regulations per FAR 31.205-46. The contractor shall travel using the most economical transportation commensurate with the mission requirements. When necessary to use air travel, the contractor shall use the tourist class, economy class. Similar lodging accommodations should be used to the extent they are available and commensurate with the mission requirements. Travel will be reimbursed on a cost reimbursable basis; no profit or fee will be paid. Local travel may be required however, will not be reimbursed.

BPA ADMINISTRATION

Scope

The purpose of this BPA is to provide broad Defense Research Science & Engineering Technical Analysis (SETA), and Advisory and Assistance Services (A&AS) on-site/off-site support, in most instances, in a classified environment. Other support services may take the form of information, advice, expert opinions, alternatives, analyses, evaluations, recommendations, training, and services to complement the Government's technical expertise. The objective of this contract action is to acquire, through award of five or less BPA contracts, with firm-fixed price task orders, professional and executive-level mission support services primarily for the Office of the Under Secretary of Defense Acquisition, Technology and Logistics (OUSD(AT&L)), Director of Defense Research and Engineering (DDR&E). The requirements of Task Order 0001 are provided under the Performance Work Statement (PWS) of this RFP, and specifically Section 5. Each offeror will provide a price proposal for Task Order 0001, and this pricing data will be evaluated for purposes of Task Order 0001 award, and shall contribute to the best value determination for the multiple BPA awards. Task Order 0001 encompasses technical, analytical, administrative, specialized, and Planning, Programming, Budgeting and Execution (PPBE) support to assist in all aspects of Office of the Director, Defense Research and Engineering (DDR&E) office activities. (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 be for a base year and four (4) one-year options. The Government may extend the terms of the BPAs, in accordance with FAR 52.217-9, beyond the current period of performance by exercise of the next option. This will be accomplished by written notice to the Contractor no later than the commencement date of the option period of performance provided the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the agreement expires. The preliminary notice does not commit the Government to the extension.

The following Schedule applies to this agreement:

<u>Period of Performance</u>	<u>Dollar Threshold Capacity per Year</u>	<u>Performance Dates</u>
Base Year:	\$20,000,000.00	December 13, 2010 through December 12, 2011
Option Period 1:	\$20,000,000.00	December 13, 2011 through December 12, 2012

Option Period 2:	\$20,000,000.00	December 13, 2012 through December 12, 2013
Option Period 3:	\$20,000,000.00	December 13, 2013 through December 12, 2014
Option Period 4:	\$20,000,000.00	December 13, 2014 through December 12, 2015

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

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

Ordering

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

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

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

Authorized BPA Contract Users

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

BPA Administrator

The administrator for the BPAs will be:

Washington Headquarters Services
Acquisition Directorate
(b)(6)
Arlington, VA 22209

Obligation of Funds

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

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

Invoicing

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

SPECIAL BPA REQUIREMENTS

1. CONTRACTING OFFICER'S REPRESENTATIVE

(a) The COR will be specified in each individual task order.

(b) The Contractor is advised that only the Contracting Officer can change or modify the BPA terms or take any other action which obligates the Government on any task order. The authority of the COR for each task order is strictly limited to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

CONTRACTOR VISITS

The COR will approve and coordinate all Contractor visits to a sponsor's agency and other DoD agencies necessary for performance under each order. All security visit requests shall be submitted to the COR for approval.

BPA MANAGEMENT

Notwithstanding the Contractor's responsibility for total management during the performance of this BPA, the administration of the BPA will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance period of this BPA:

(a) **CONTRACTING OFFICER.** All BPA administration will be effected by the Contracting Officer. Communications pertaining to the contract administration will be addressed to the Contracting Officer. No changes to the performance work statement are authorized without a written modification to the BPA executed by the Contracting Officer.

(b) **CONTRACTING OFFICER'S REPRESENTATIVE.** A Contracting Officer's Representative (COR) monitors all technical aspects of the contract and assists in task order administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the task order; perform inspections necessary in connection with performance under each task order, monitor Contractor's performance and notify both the Contracting Officer and the Contractor of any deficiencies; coordinate availability of Government Furnished Property (GFP), and provide site entry of Contractor personnel.

(1) The COR is not authorized to change any of the terms and conditions of the contract. Changes in the scope of work shall be authorized only by the Contracting Officer in a properly executed written modification to the contract.

(2) The COR is not authorized to re-delegate his/her authority.

(3) The COR is not authorized to initiate acquisition actions by use of imprest funds or blanket purchase agreements, nor to issue purchase orders, place calls or delivery orders under basic agreements, basic ordering agreements or indefinite-delivery contracts.

2. INVOICING INSTRUCTIONS

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 <https://wawf.eb.mil>, 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 <http://www.ccr.gov/> and register to use WAWF at <https://wawf.cb.mil> 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 <http://wawf.cb.mil>.

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 WAWF under the "Misc 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-0009
Delivery Order	TBD
Pay DoDAAC	HQ0347
Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034
Inspect By DoDAAC/Extension	TBD
Service Acceptor DODAAC/Extension <u>or</u> Ship to DODAAC/Extension <u>or</u> Service Approver DODAAC/Extension <u>or</u> Grant Approver DODAAC/Extension	HQ0034/OSDTM5
DCAA Auditor DODAAC/Extension	N/A
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:

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- Unit Price
- 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: TBD in the first email address block and add chris.tompson@whs.mil in 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.

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

3. TRAVEL

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

Reimbursement for travel in conjunction with the performance of a task order under this BPA will be in accordance with the Federal Joint Travel Regulations.

4. CONTRACTOR INFORMATION

CONTRACTOR ADDRESS and POC

(b)(6)

FINANCIAL INFORMATION

Banking Institution: Citizens Bank

(b)(6)

5. NON-DISCLOSURE AGREEMENT

In the course of performance pursuant to this contract, the contractor may access nonpublic information, including Planning, Programming, Budgeting and Execution (PPBE) information. In that event, the contractor shall agree that it will not use or disclose any such information unless authorized by the Contracting Officer's Representative (COR) or the task order monitor. The contractor shall further agree 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 Contracting Officer's Representative (COR) or the task order monitor. The contractor shall protect information in accordance with the Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552, as amended). To that end, the contractor shall agree that each of its employees and others performing duties under this contract will sign the Non-Disclosure Agreement set forth below for each task order award as specified during the solicitation for that task order.

NON-DISCLOSURE AGREEMENT

I, **(Individual Name)**, (hereinafter RECIPIENT), an employee of **(Company Name)**, a Contractor providing support services to the RRTO/ECD and likely to have access to nonpublic information, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to RRTO/ECD under **(Contract Number)**; and

WHEREAS it is the intention of RRTO/ECD to protect and prevent access to and disclosure of nonpublic information, including but not limited to Planning, Programming, Budgeting and Execution (PPBE) information, to anyone other than employees of the United States Government and others who have a need to know, unless so authorized by the Contracting Officer's Representative; and

WHEREAS RRTO/ECD acknowledges that RECIPIENT will have or require access to such nonpublic information in the course of delivering the contract services; and therefore,

WHEREAS RECIPIENT will be given or otherwise have access to nonpublic information while providing such services; and finally,

WHEREAS "nonpublic information" includes such information as PPBE information, proprietary information (e.g., information submitted by a contractor marked as proprietary), advance procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by RRTO/ECD under the Freedom of Information Act (e.g. PPBE data);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the Contracting Officer's Representative in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

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

SIGNATURE AND DATE

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. **Purpose:** The primary purpose of this clause is to aid in ensuring that:
- (1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;
 - (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information regarding the Government's program plans and actual or anticipated resources; and
 - (3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.
- b. **Scope:** The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for the purposes of this clause is any information considered to be so valuable by its owner that it is held in secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.
- (1) **Access To and Use of Government Information:** If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information after the completion of this contract, or until such information is released or otherwise made available to the public, which ever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.
 - (2) **Access To and Protection of Propriety Information:** The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.
- c. **Subcontracts:** The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer", will be appropriately modified to preserve the Government's rights.
- d. **Disclosures:** If the Contractor discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall be made on the OCI Analysis/ Disclosure Form provided as an Attachment to this contract, 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.

Modifications: Prior to contract modification, when the Scope Of Work is changed to add new work or the period of performance is significantly increased, the Contracting Officer may require the Contractor to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

1. RFP Number	2. Program Title	
3. Contractor Name and Address		4. Telephone Number and POC
5. Type of work to be performed under this agreement:		
6. Contract Number and Program Title		
7. Brief Summary/ Description of work performed under Block 6 action:		
8. Relationship between requirements of Block 1 action and work performed under Block 6 action (If None, State Why):		
9. Offeror/Contractor OCI Evaluation and Assessment (If either answer is yes, attach a copy of the SOW and complete Block 10): Does Actual OCI exist? () Yes () No Does Potential OCI exist? () Yes () No		
10. Summary of actual/potential OCI, including actions planned to avoid, neutralize, or mitigate conflict 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 1 through 5: Self explanatory

Block 6: 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 Director Defense Research & Engineering (DDR&E)-related contract or subcontract currently being performed.

Block 7: Provide a brief, but 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 OCI.

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.

(End of Clause)

SOCIO-ECONOMIC PROGRAM BUSINESS PARTICIPATION/REPORTING

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

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

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

WHS Subcontracting Goals

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

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

KEY PERSONNEL

(a) The Contractor shall notify the Contracting Officer prior to making any changes in personnel assigned to key positions. The key positions will be specified in each individual task order.

(b) During the first 180 calendar days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer as soon as possible after the occurrence of any of these events and provide the information required below. After the initial 180 calendar day period, the Contractor may propose substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the Contracting Officer that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel originally identified for the position. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on proposed substitutions.

(End of Clause)

Quality Assurance Surveillance Plan

**TECHNICAL ANALYSIS (SETA) ADVISORY &
ASSISTANCE SERVICES (A&AS) FOR THE OFFICE OF
THE DIRECTOR, DEFENSE RESEARCH AND
ENGINEERING**

1. OVERVIEW

Quality Assurance Surveillance Plan

Introduction

This Performance-based Quality Assurance Surveillance Plan (QASP) sets forth procedures and guidelines that the Office of the Under Secretary of Defense Acquisition, Technology and Logistics (OUSD(AT&L)), Director of Defense Research and Engineering (DDR&E) will use in evaluating the technical performance of the Contractor. A copy of this plan is incorporated in the Blanket Purchase Agreement (BPA) so that the contractor will be aware of the methods that the Government will employ in evaluation performance on this project and address any concerns that the contractor may have prior to initiating work.

This QASP further clarifies the standards which will be employed by the Government in the inspection and acceptance of the services to be provided by the contractor under the BPA. This is in addition to the requirements specified in the PWS, which provides for inspections and acceptance of the articles, services, and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative. **The Inspection of Services FAR Clauses 52.246-4 and 52.246-6 apply, and take precedence in the event of any conflict between the requirements of those provisions and this QASP.**

2. Purpose of the QASP

The QASP is intended to accomplish the following:

1. Define the roles and responsibilities of participating Government officials and outside experts;
2. Define the key deliverables which will be assessed;
3. Describe the rating elements and standards of performance against which the contractor's performance will be assessed for each key deliverable;
4. Describe the process of quality assurance assessment; and
5. Provide copies of the quality assurance monitoring forms that will be used by the Government in documenting and evaluating the contractor's performance.

Each of these purposes is discussed in detail below.

Roles and Responsibilities of Participating Government Officials

The following Government Officials will participate in assessing the quality of the contractor's performance. Their roles and responsibilities are described as follows:

Contracting Officer's Representative (COR). The COR will be responsible for monitoring, assessing, recording and reporting on the technical performance of the contractor on a day-to-day basis. The COR will also be responsible for completing the Quality Assurance Monitoring Forms that will be used to document the inspection and evaluation of the contractor's work performance on key deliverables. The COR's responsibilities and limitations are addressed in the provision entitled "Contracting Officer's Representative". Nothing in this QASP shall be construed to expand on the COR authority delineated in that provision.

The COR and contractor's Project Director (PD) will establish and maintain a team-oriented line of communication in order to perform monitoring functions. The COR, CO and PD must work together as a team to ensure that required work is accomplished in an efficient and proper manner. Meetings should be held on a regular basis in order to resolve issues and concerns.

Contracting Officer (CO). The Contracting Officer will have overall responsibility for overseeing the contractor's performance. The Contract Specialist will be responsible for the day-to-day monitoring of the contractors' performance in the areas of contract compliance, contract administration, cost control, property control and reviewing the COR's assessment of the contractor's performance.

3. Key Deliverables to Be Assessed

The Government will use a quality-assurance review process to monitor the contractor's performance under this project. All tasks, including those not evaluated under the QASP (such as general requirements, Integrated Schedule, Integrated Status Report and the Monthly Reports) will be considered in the requisite annual evaluation of this contractor's performance. Specifically, the COR will assess the contractor's performance across a set of tailored rating elements for the following key deliverables:

Program Support. Applying the business, financial management and technical disciplines required to support planning, organizing, staffing, controlling and leading team efforts in managing the efforts to support the E-Government activities, the CIO Executive Board Secretariat responsibilities, Section 508 implementation within the DoD, and the improvement of the DoD Information Technology Portfolio Repository.

4. CONTRACT QUALITY REQUIREMENTS

4.1 Quality Program. The Contractor's Quality Control Program requirements are defined in paragraph Section 6.7 of the PWS. The Quality Control Program shall ensure the government receives the level of quality that is consistent with the performance standards.

5. PERFORMANCE ASSESSMENT

5.1 Purpose. This section details the general 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 Summary in the attached table dictate the BPA level Performance Objectives. Individual task orders under the BPA may include additional Performance Requirements specific to the task order. The procedures on how to document performance in a correct and effective manner are included below.

5.2 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. 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:

5.2.1 100% Review - This level of Review entails consideration of all performance requirements and deliverables established by and for the Performance Objective within a given timeframe.

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

5.2.3 Passive Monitoring – Passive monitoring includes observations by other Government personnel to be substantiated by the COR, that relate to some or all requirements and deliverables established by and

for the Performance Objective within a given timeframe. The handling of complaints are included in this method of surveillance.

5.3 Annual Review. The COR will periodically review QASP Requirement Summaries, assess their applicability and recommend the addition or subtraction of Performance Requirement Summaries as conditions warrant. Any changes to the QASP will be subject to negotiation of a modification to the BPA by the Contracting Officer.

5.4 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.

5.5 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.

5.5.1 Section 1. Approved QASP.

5.5.2 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 7.2 regarding CPARS input.

5.5.3 Section 3. CONTRACT.

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

5.5.5 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).

5.6 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 BPA.
- 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.

5.7 Monthly Progress Reporting. The contractors shall submit a monthly progress report to the COR and Contracting Officer. At a minimum, the monthly report shall address the following: the status of contractor effort towards achieving contract objectives for each task order; an abstract or summary of accomplishments in the period covered by the report; milestones for outstanding deliverables and project activities; technical and financial status; and significant issues or problems.

6. PERFORMANCE ASSESSMENT DOCUMENTATION

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

6.1.2 Contractor Performance Assessment. The contractor shall submit a quarterly Performance Assessment to the COR and Contracting Officer. The Performance Assessment shall document the contractor's performance against each of the performance requirements specified in the attached table.

6.1.13 The COR shall create a Performance Assessment Log. In developing the Performance Assessment Log, the COR shall consider the contractor's assessment. It shall contain the following items as a minimum:

6.2.1.1 Performance Objectives. From the Performance Requirements Summary in the attached table.

6.2.1.2 Performance Standards. From the Performance Requirements Summary in the attached table.

6.2.1.3 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.

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

6.2.1.5 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 sufficient 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.

6.2.2 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 BPA, the COR will contact the Contracting Officer for disposition instructions of the performance assessment records.

7. PERFORMANCE REPORTING REQUIREMENTS

7.1 COR Feedback to the Contractor. The COR shall provide a copy of the Performance Assessment log upon completion to both the contractor and the Contracting Officer.

7.2 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.

8.0 PERFORMANCE THRESHOLDS

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 performance work statement.

- 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 RRTTO 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 performance work statement.
- 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 performance work statement or submitted in accordance with a later scheduled date determined by the Government.

BPA Level Performance Requirement Summaries	Performance Standard	Method Of Assessment	Date Accomplished	Comments
PRS #1 The contractor, in a timely fashion, shall consistently provide, as the specific requirement demands, professional personnel with appropriate security clearances to support DDR&E in its mission	Properly “cleared,” skilled and motivated support personnel report to work within 21 days of need or vacancy being identified.	Client interviews	Every 90 days	Documentation collected for future CPARS evaluation.
PRS #2 The contractor attracts and maintains a stable workforce that effectively supports the DDR&E mission requirements.	Minimal turbulence and turnover in the workforce, that promotes a stable work environment with reduced task repetition and learning curves.	Client interviews	Monthly	Documentation collected for future CPARS evaluation
PRS #3 The contractor’s workforce consistently generates work product of high quality.	All deliverables and written products including but not limited to Position Papers, White Papers, Briefings, meeting summaries and issue papers, reflect thorough research in and knowledge of the topic at hand; articulate clear conclusions and/or recommendations, as appropriate; are written and formatted as directed; reflect Government guidance on the draft(s); and are comprehensive, coherent, accurate, and timely. Professional advice and assistance is rendered pro-actively; is thorough and well thought out; and is rational, executable and supportable.	Periodic monitoring and consistent review	Monthly	Documentation collected for future CPARS evaluation
PRS #4 – The contractor manages labor categories and labor hours that are responsive to the needs of the Government in a cost efficient manner.	Projects are performed with the labor hours and skill sets in accordance with the agreed labor, qualifications, and rates matrix.	100% Inspection	Monthly	
PRS #5 – The contractor attends meetings as required by	Attendees are prompt and appropriately prepared	Client Interviews	Every 90 days	Documentation collected for future CPARS evaluation

the Government.				
PRS #6 – The contractor invoices the Government on a monthly basis	Invoices are submitted timely and are complete and accurate	100% Inspection	Monthly	Documentation collected for future CPARS evaluation
PRS #7 – The contractor provides a workforce that is knowledgeable on security requirements.	Information and property are safeguarded, and there is no security violations reported.	Client Interviews	Every 90 days	Documentation collected for future CPARS evaluation
PRS #8 - The contractor submits monthly reports for the Government's review.	Monthly Status Reports accurately reflect the results of product reviews, formal product inspections, summaries of alternating weekly status review meetings and schedule adherence metrics; and are comprehensive and timely.	Scheduled observation	Monthly	Documentation collected for future CPARS evaluation

BPA PRICING AND BASIS

This BPA is established based on Schafer Corporation's PES via GSA Contract No. GS-23F-0176L. All terms and conditions relating to this GSA schedule apply to this BPA. Orders against the BPA shall utilize the negotiated rate pricing in this GSA schedule.