SOLICITATION/CONTRA				1. REQUISIT	ION NUMBER		PAG	E1 OF 27
2. CONTRACT NO.	3. AWARD/EFFECTIVE		NUMBER		5. SOLICITAT	ION NUMBER	6. SOLIC	ITATION ISSUE DATE
HQ0034-12-A-0018	30-Jun-2012				HQ0034-1			r-2012
7. FOR SOLICITATION INFORMATION CALL:	a NAME JIGISHA PATEL				6. TELEPHON 703-588-8	IE NUMBER ( <i>No C</i> 3277		R DUE DATE/LOCAL TIME AM 14 May 2012
9. ISSUED BY	CODE HQ003	4	10. THIS ACOL			11. DELIVERY F	Contractor Information	COUNT TERMS
WHS - ACQUISITION DIRECTORA			X UNRESTR			DESTINATION L	ACT 24 24 225423 6354 1	
1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		l		:: %	FOR	SEE SCHEI	1959,972 A	
			SB				CONTRACT IS A RA	TED ORDER
			HUBZO 8(A)	NE SB			AS (15 CFR 700)	
			-	SABLED VE	T-OWNED SB	13b. RATING		
TEL:			EMERG			14. METHOD OF	SOLICITATION	
FAX:			SIZE STD:		ICS:	RFQ	IFB	X RFP
15. DELIVER TO	CODE	1	16. ADMINISTE	RED BY			CODE	
SEE SCHED	ULE			SEE	ITEM 9			
17a.CONTRACTOR/OFFEROR	CODE	7N699	18a. PAYMENT	WILL BE N	ADE BY		CODE	
							L	
AT&T GOVERNMENT SOLUTIONS, (b)(6)	INC.							
1900 GALLOWS RD STE 105 VIENNA VA 22182-3865								
VIENNA VA 22102-5005								
	FACILITY							
TEL. 703-604-6397	CODE							
17b. CHECK IF REMITTANCI	E IS DIFFERENT AND F	1585	18b. SUBMIT BELOW IS CH			S SHOWN IN BI	LOCK 18a. UNLES	S BLOCK
19. ITEM NO.	20. SCHEDULE OF	-		1000000	I. QUANTITY		23. UNIT PRICE	24. AMOUNT
	SEE	SCHEDULE						
25. ACCOUNTING AND APPROPE						26 TOTAL	AWARD AMOUNT (F	ior Cout, Llos Only)
25. ACCOUNTING AND APPROPR	NATION DATA					20. TOTAL A	AWARD AMOUNT (P	or dovt. Use Only)
								\$0.00
27a. SOLICITATION INCORPO	RATES BY REFERENCE	FAR 52.212-1. 5	2.212-4. FAR 5	2.212-3. 52	212-5 ARE AT	TACHED. AL		ARE NOT ATTACHED
27b. CONTRACT/PURCHASE	ORDER INCORPORATE	S BY REFERENC	E FAR 52.212	4. FAR 52.2	212-5 IS ATTA	CHED. AE		ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED	TO SIGN THIS DOCUME	NT AND RETURN		PIES 29.	AWARD OF 0	CONTRACT: REF	ERENCE	
TO ISSUING OFFICE. CONTR				SS-	OFFER DATE			ON SOLICITATION
SUBJECT TO THE TERMS AND			TONAL SHEET	s	0.00			IANGES WHICH ARE
	REF:	ED HENEIN.			or i offici			o. oll controll
30a. SIGNA TURE OF OFFEROR/	CONTRACTOR		31a.UNITEE	STATES OF	AMERICA (	SIGNATURE OF CO	NTRACTING OFFICER	) 31c. DATE SIGNED
				e.	0	1		15 7 0010
			3	Bro	Ch			15-Jun-2012
30b. NAME AND TITLE OF SIGN	ER 30c.	DATE SIGNED	31b. NAME	OF CONTRAC	TING OFFICE	R (TYPE G	R PRINT)	
(TYPE OR PRINT)					ting Officer			
					and arready		a AntonQube -11	
			TEL: 703-	242-1313		LPAIL: LI	z.Anton@whs.mil	
AUTHORIZED FOR LOCAL REPP	RODUCTION					5	STANDARD FORM	1449 (REV 3/2005)

PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005 Prescribed by GSA FAR (48 CFR) 53.212

SOLICITAT	ATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				EMS					PA	GE2 OF27
19. ITEM NO.		20. SCHEDULE OF	SUPPLIES/ SER	VICES		21. QUANTI	TY 22.	UNIT	23. UNIT	PRICE	24. AMOUNT
- 19. ITEM NO.		20. SCHEDULE OF S		VICES		21. QUANT	TY 22.1	<u>UNIT</u>	23. UNIT	PRICE	24. AMOUNT
32a. QUANTITY IN C	INSPECT										
		ACCEPTED, AND CONF		CONTRAC		AS NOTED:					
REPRESENTA		HIZED GOVERNMENT	32c. DATE		CONTRACTOR OF STATES	ESENTATIVE	D TITLE OF A	AUTHO	RIZED GOV	ERNMEN	
32e. MAILING ADDR	RESS OF	AUTHORIZED GOVERNMENT R	EPRESENTATIV	E	32f. TELEP	HONE NUMBE	R OF AUTH	ORIZE	D GOVERNI	MENT REF	PRESENTATIVE
					32g. E-MAI	L OF AUTHORI	IZED GOVEF	RNMEN	TREPRESE	ENTATIVE	
33. SHIP NUMBER		. VOUCHER NUMBER	35. AMOUNT VE CORRECT		36.				FINAL	37. CHE	CK NUMBER
PARTIAL F 38. S/R ACCOUNT N		39. S/R VOUCHER NUMBER	40. PAID BY								
	UNDER	US, ON YOUCHEN NUMBER	V. TAID DT								
		INT IS CORRECT AND PROPER OF CERTIFYING OFFICER	FOR PAYMENT 41c. DATE	42a. RE	CEIVED BY	(Print)					
	U HILE	o. Jenni mid or fioen		42b. RE	CEIVED AT	(Location)					
				42c. DA	TE REC'D (	YY/MM/DD)	42d. TOTAL	CONT	AINERS		
				_	1						

## Section B - Supplies or Services and Prices

This agreement is entered into this 15th day of June 2012, by the United States of America (the "Government") represented by Liz Anton, the Contracting Officer, and AT&T Government Solutions, Inc; a corporation organized and existing under the laws of the State of VA (the "Contractor").

## AGREEMENT INFORMATION:

AGREEMENT CEILING AMOUNT\$48,000,000.00AGREEMENT PERIOD START DATE30-JUN-2012AGREEMENT PERIOD END DATE31-MAR-2017

## **B.1 GENERAL**

The contractor shall furnish and make available all professional, technical, analytical, administrative, security services and operational support needed to accomplish the requirements set forth in Section C, Statement of Work (SOW) to the OSD Cost Assessment & Program Evaluation (CAPE) mission and potentially other Department of Defense offices supported by the WHS Acquisition Directorate. The Contractor will be subject to all terms and conditions of this Blanket Purchase Agreement (BPA).

# **B.2 CEILING**

This BPA does not have a guaranteed minimum value, however the maximum value or ceiling is \$48,000,000. There is no dollar limitation on individual Call Orders placed under this BPA. The Government is not obligated to place any Call Orders during the life of this BPA.

## **B.3 TYPE AND TERM OF AGREEMENT**

This BPA is part of a Mulitiple Award, in response to Solicitation HQ0034-12-R-3016. The Government reserves the right to amend this BPA at any time.

The term of this agreement is as follows: **The BPA expires after five (5) years, or at the end of the FSS contract period, whichever is earlier**. IAW FAR 8.405-3(e) this BPA will be reviewed annually before the anniversary of its effective date, and revised as necessary. The BPA's may be discontinued by either party upon thirty (30) days written notice.

## **B.4 CALL ORDER PROCEDURES**

All work performed under this BPA will be ordered via BPA Call Orders approved by the Contracting Officer. Orders against the BPAs will be on a Time-and-Materials basis when it is determined that no other contract structure will satisfy the requirement. In accordance with DFARS 216.601(d) (ii) fixed-price orders will be used to the maximum extent practicable.

Ordering will be placed by the Washington Headquarters Services Acquisition Directorate. The ordering Contracting Officer shall ensure compliance with all rules and regulations. Orders shall be received and accepted via hardcopy, facsimile or email. When a call order is required, the Contracting Officer will issue a request for proposal from all BPA holders. The BPA holders shall submit their proposals to the Contracting Officer, who will evaluate all compliant proposals received and award the call order in accordance with the evaluation criteria established in the RFP.

Each call order shall be binding on the Contractor when their proposal for the call order is accepted by the Government. The Contractor must not proceed with any work until it is in receipt of a Call Order or revision to a Call Order.

#### Page 4 of 22

WHS/AD may restrict competition or award non-competitively if the Contracting Officer determines that a) the requirement is sufficiently urgent; b) only one contractor is capable of providing the specialized services in the quality, quantity or time frame required; or c) the order should be issued in the interest of economy as a follow-on to an order already issued under the BPA.

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

# **B.5 BPA PRICING BASIS**

This BPA is established based on AT&T Government Solutions, Inc (the Offeror) discounted MOBIS Schedule SIN 874-1, rates reflected in proposal dated 05/14/2012 via GSA contract No. GS-10F-0133JG. All Terms & Conditions relating to this GSA schedule apply to this BPA. Orders against the BPA shall utilize rates and explicit discounts derived from the above referenced GSA contract.

# Page 5 of 22

# Cost Proposal - Blanket Purchase Agreement (BPA)

Description	Location		%	2012 Dscnt	06/30/2012 thru 03/31/2013		CY2013 GSA	%	2013 Dscn
		Rate	Disc.	Rate	Est. Hrs.	Est. Cost	Rate	Disc.	Rate
LABOR									
00001: Director	AT&T Site	\$247.72	(b)	(b)(4)	0	\$0	\$256.39	(b)	(b)(4)
00002: Program Manager	AT&T Site	\$160,86	(4)	***********	0	\$0	\$166.49	(4)	Access Access
00003: Project Manager	AT&T Site	\$143.16	1.1		0	\$0	\$148.17	11	
00004: Senior Corporate Consultant	AT&T Site	\$247.72			0	\$0	\$256.39		
00005: Senior Consultant	AT&T Site	\$189.56			0	\$0	\$196.19		
00006: Consultant	AT&T Site	\$160.03			0	\$0	\$165.63		
10007: Principal Trainer	AT&T Site	\$157.82			0	\$0	\$163.34		
0008: Senior Trainer	AT&T Site	\$140.49			0	\$0	\$145.41		
10009: Trainer	AT&T Site	\$95.60			0	\$0	\$98.95		
0010: Principal Functional Area Specialist	AT&T Site	\$143.16			0	\$0	\$148.17		
0011: Senior Functional Area Specialist	AT&T Site	\$105.69			0	\$0	\$109.39		
00012: Functional Area Specialist	AT&T Site	\$87.19			0	\$0	\$90.24		
0013: Principal Economic Analyst	AT&T Site	\$157.82			0	\$0	\$163.34		
00014: Senior Economic Analyst	AT&T Site	\$105.69			0	\$0	\$109.39		
0015: Economic Analyst	AT&T Site	\$87.19			0	\$0	\$90.24		
0016: Principal Logistician	AT&T Site	\$157.82			0	\$0	\$163.34		
00017: Senior Logistician	AT&T Site	\$136.17			0	\$0	\$140.94		
00018: Logistician	AT&T Site	\$121.46			0	so	\$125.71		
10019: Senior Modeler	AT&T Site	\$160.03			0	\$0	\$165.63		
00020: Modeler	AT&T Site	\$105.69			0	\$0	\$109.39		
00021: Principal Engineer Analyst	AT&T Site	\$160.03			0	\$0	\$165.63		
00022: Senior Systems Analyst / Programmer	AT&T Site	\$105.69			0	\$0	\$109.39		
00023: Systems Analyst / Programmer	AT&T Site	\$87.19			0	\$0	\$90.24		
00024: Associate Systems Analyst / Programmer	AT&T Site	\$73.64			0	\$0	\$76.22		
00025: Document / Administrative Support Specialist	AT&T Site	\$42.95			0	\$0	\$44.45		
00026: Training Support Specialist	AT&T Site	\$55.44			0	\$0	\$57.38		
10027: Word Processor	AT&T Site	\$33.19			0	\$0	\$34.35		
0023: Sr. Doc/Admin Spt Spec	AT&T Site	\$0.00			0	\$0	\$0.00		
JSER DEFINED 2	AT&T Site	\$0.00			0	\$0	\$0.00		
00001: Director	Client Site	\$201.74			0	\$0	\$208.80		
00002: Program Manager	Client Site	\$130.99			0	\$0	\$135.57		
00003: Project Manager	Client Site	\$116.58			0	\$0	\$120.66		
00004: Senior Corporate Consultant	Client Site	\$201.74			0	\$0	\$208.80		
00005: Senior Consultant	Client Site	\$154.36			0	\$0	\$159.76		
00006: Consultant	Client Site	\$130.33			0	\$0	\$134.89		
00007: Principal Trainer	Client Site	\$128.53			0	\$0	\$133.03		
00008: Senior Trainer	Client Site	\$114.41			0	\$0	\$118.41		
00009: Trainer	Client Site	\$77.86			0	\$0	\$80.59		
00010: Principal Functional Area Specialist	Client Site	\$116.58			0	\$0	\$120.66		
00011: Senior Functional Area Specialist	Client Site	\$86.08			0	\$0	\$89.09		
00012: Functional Area Specialist	Client Site	\$71.00			0	\$0	\$73.49		
00013: Principal Economic Analyst	Client Site	\$128.53			0	\$0	\$133.03		
00014: Senior Economic Analyst	Client Site	\$86.08			0	\$0	\$89.09		
00015: Economic Analyst	Client Site	\$71.00			0	\$0	\$73.49		
00016: Principal Logistician	Client Site	\$128.53			0	\$0	\$133.03		
00017: Senior Logistician	Client Site	\$110.91			0	\$0	\$114.79		
00018: Logistician	Client Site	\$98.91			0	\$0	\$102.37		
00019: Senior Modeler	Client Site	\$130.33			0	\$0	\$134.89		
00020: Modeler	Client Site	\$86.08			0	\$0	\$89.09		
00021: Principal Engineer Analyst	Client Site	\$130.33			0	\$0	\$134.89		
00022: Senior Systems Analyst / Programmer	Client Site	\$86.08			0	\$0	\$89.09		
00023: Systems Analyst / Programmer	Client Site	\$71.00			0	\$0	\$73.49		
00024: Associate Systems Analyst / Programmer	Client Site	\$59.98			0	\$0	\$62.08		
00025: Document / Administrative Support Specialist	Client Site	\$34.97			0	\$0	\$36.19		
00026: Training Support Specialist	Client Site	\$45.15			0	\$0	\$46.73		
00027: Word Processor	Client Site	\$27.03			0	\$0	\$27.98		
00023: Sr. Doc/Admin Spt Spec	Client Site	\$58.23			0	\$0	\$59.97		
JSER DEFINED 2	Client Site	\$0.00			0	\$0	\$0.00		
SUBTOTAL: LABOR		-2022	<u> </u>	-	0	\$0	1000		
OTHER DIRECT COSTS (ODCs)						AF0.000			
TRAVEL	(Loaded Thru G&A)					\$50,000			1
OTHER DIRECT COSTS	(Loaded Thru G&A)					\$0			1
MATERIALS & EQUIPMENT	(Loaded Thru M&H, G&A)					\$0			1
SUBTOTAL: ODCs						\$50,000			
TOTAL					-	\$50,000			

# Cost Proposal - Blanket Purchase Agreement (BPA)

Description	Location	04/01/2013 thr	u 03/31/2014	CY2014 GSA	%	2014 Dscn
		Est. Hrs.	Est. Cost	Rate	Disc.	Rate
ABOR					11-3	
00001: Director	AT&T Site	0	\$0	\$265.36	(b)	(b)(4)
00002: Program Manager	AT&T Site	0	\$0	\$172.32	(4)	
00003: Project Manager	AT&T Site	0	\$0	\$153.36		
00004: Senior Corporate Consultant	AT&T Site	0	\$0	\$265.36		
00005: Senior Consultant	AT&T Site	0	\$0	\$203.06		
00006: Consultant	AT&T Site	0	\$0	\$171.43		
00007: Principal Trainer	AT&T Site	0	\$0	\$169.06		
00008: Senior Trainer	AT&T Site	0	\$0	\$150.50		
00009: Trainer	AT&T Site	0	\$0	\$102.41		
00010: Principal Functional Area Specialist	AT&T Site	0	\$0	\$153.36		
00011: Senior Functional Area Specialist	AT&T Site	0	\$0	\$113.22		
00012: Functional Area Specialist	AT&T Site	0	\$0	\$93.40		
00013: Principal Economic Analyst	AT&T Site	0	\$0	\$169.06		
00014: Senior Economic Analyst	AT&T Site	0	\$0	\$113.22		
00015: Economic Analyst	AT&T Site	0	\$0	\$93.40		
00016: Principal Logistician	AT&T Site	0	\$0	\$169.06		
00017: Senior Logistician	AT&T Site	0	\$0	\$145.87		
00018: Logistician	AT&T Site	0	\$0	\$130.11		
00019: Senior Modeler	AT&T Site	0	\$0	\$171.43		
00020: Modeler	AT&T Site	0	\$0	\$113.22		
00021: Principal Engineer Analyst	AT&T Site	0	\$0	\$171.43		
00022: Senior Systems Analyst / Programmer	AT&T Site	0	\$0	\$113.22		
00023: Systems Analyst / Programmer	AT&T Site	0	\$0	\$93.40		
00024: Associate Systems Analyst / Programmer	AT&T Site	0	\$0	\$78.89		
00025: Document / Administrative Support Specialist	AT&T Site	0	\$0	\$46.01		
00026: Training Support Specialist	AT&T Site	0	\$0	\$59.39		
00027: Word Processor	AT&T Site	0	\$0	\$35.55		
00023: Sr. Doc/Admin Spt Spec	AT&T Site	0	\$0	\$0.00		
JSER DEFINED 2	AT&T Site	0	\$0	\$0.00		
00001: Director	Client Site	0	\$0	\$216.11		
00002: Program Manager	Client Site	0	\$0	\$140.31		
00003: Project Manager	Client Site	0	\$0	\$124.88		
00004: Senior Corporate Consultant	Client Site	0	\$0	\$216.11		
00005: Senior Consultant	Client Site	0	\$0	\$165.35		
00006: Consultant	Client Site	0	\$0	\$139.61		
00007: Principal Trainer	Client Site	0	\$0	\$137.69		
00008: Senior Trainer	Client Site	0	\$0	\$122.55		
00009: Trainer	Client Site	0	\$0	\$83.41		
00010: Principal Functional Area Specialist	Client Site	0	\$0	\$124.88		
00011: Senior Functional Area Specialist	Client Site	0	\$0	\$92.21		
00012: Functional Area Specialist	Client Site	0	\$0	\$76.06		
00013: Principal Economic Analyst	Client Site	0	\$0	\$137.69		
00014: Senior Economic Analyst	Client Site	0	\$0	\$92.21		
00015: Economic Analyst	Client Site	0	\$0	\$76.06		
00016: Principal Logistician	Client Site	0	\$0	\$137.69		
00017: Senior Logistician	Client Site	0	\$0	\$118.81		
00018: Logistician	Client Site	0	\$0	\$105.95		
00019: Senior Modeler	Client Site	0	\$0	\$139.61		
0020: Modeler	Client Site	0	\$0	\$92.21		
00021: Principal Engineer Analyst	Client Site	0	\$0	\$139.61		
00022: Senior Systems Analyst / Programmer	Client Site	0	\$0	\$92.21		
00023: Systems Analyst / Programmer	Client Site	0	\$0	\$76.06		
00024: Associate Systems Analyst / Programmer	Client Site	0	\$0	\$64.25		
00025: Document / Administrative Support Specialist	Client Site	0	\$0	\$37.46		
00026: Training Support Specialist	Client Site	0	\$0	\$48.37		
00027: Word Processor	Client Site	0	\$0	\$28.96		
00023: Sr. Doc/Admin Spt Spec	Client Site	0	\$0	\$61.77		
JSER DEFINED 2	Client Site	0	\$0	\$0.00		
SUBTOTAL: LABOR		0	\$0			
DTHER DIRECT COSTS (ODCs) IRAVEL	(Loaded Thru G&A)		\$50,000			
OTHER DIRECT COSTS	(Loaded Thru G&A)		\$50,000			
VATERIALS & EQUIPMENT	(Loaded Thru G&A) (Loaded Thru M&H, G&A)		\$0 \$0			
SUBTOTAL: ODCs	(Loadeo Tiru Wan, G&A)		\$50,000			
TOTAL		-	\$50,000			
		1	\$50,000			

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# Cost Proposal - Banket Purchase Agreement (BPA)

Description	Location	04/01/2014 th	NY 23 23 24 27 28 28 28 28 28 28 28 28 28 28 28 28 28		2015 04/01/2015/thru 03/31/2016 Decnt		<ul> <li>The second s second second se second second s</li></ul>		6 % 20 Dsc		
		Est. Hrs.	Est. Cost	Rate	Dec.	Rate	Est. His.	Est. Cost	Rate	Disc.	Rate
LABOR											
00001: Director	AT&TSte	0	\$0	\$274.65	(b)	(b)(4)	0	\$0	\$284.26	(b)	(b)(4
0002: RogramManager	AT&TSte	0	\$0	\$178.35	(4)	000000000	0	\$0	\$184.59	(4)	S
00003: Project Manager	AT&TSte	0	\$0	\$158.73	7.68		0	\$0	\$164.29	A.S.	
00004: Serior Corporate Consultant	AT&TSte	0	\$0	\$274.65			0	\$0	\$284.26		
00005: Senior Consultant	AT&TSte	0	\$0	\$210.17			0	\$0	\$217.53		
0006 Consultant	AT&TSte	0	\$0	\$177.43			0	\$0	\$183.64		
00007: Rincipal Trainer	AT&TSte	0	\$0	\$174.98			0	\$0	\$181.10		
0008: Senior Trainer	AT&TSte	0	\$0	\$155.77			0	\$0			
		22		100000000			0		\$161.22		
0009: Trainer	AT&TSile	0	\$0	\$105.99				\$0	\$109.70		
00010: Principal Functional Area Specialist	AT&TSte	0	\$0	\$158.73	-		0	\$0	\$164.29		
00011: Senior Functional Area Specialist	AT&TSte	0	\$0	\$117.18			0	\$0	\$121.28		
00012: Functional Area Specialist	AT&TSte	0	\$0	\$96.67			0	\$0	\$100.05		
00013: Principal Economic Analyst	AT&TSte	0	\$0	\$174.98			0	\$0	\$181.10		
00014: Senior Economic Analyst	AT&TSte	0	\$0	\$117.18			0	\$0	\$121.28		
00015: Economic Analyst	AT&TSte	0	\$0	\$96.67			0	\$0	\$100.05		
00016: Principal Logistician	AT&TSte	0	\$0	\$174.98			0	\$0	\$181.10		
00017: Senior Logistician	AT&TSte	0	\$0	\$150.98			0	\$0	\$156.26		
00018: Logistidan	AT&TSte	0	\$0	\$134.66			0	\$0	\$139.37		
00019: Senior Modeler	AT&TSte	0	\$0	\$177.43			0	\$0	\$183.64		
00020: Modeler	AT&TSte	0	\$0	\$117.18			0	\$0	\$121.28		
00021: Rincipal Engineer Analyst	AT&TSte	0	\$0	\$177.43			0	\$0	\$183.64		
방법 가격 것 같은 지지 않는 것이 집에 집에 가지 않는 것이 같이 있는 것이 같이 있다.	AT&TSte	0	\$0 \$0	\$117.18			0	\$0 \$0	\$121.28		
00022: Serior Systems Analyst / Programmer		0	<b>\$</b> 0				0				
00023: Systems Analyst / Rogrammer	AT&TSte	744		\$96.67				\$0	\$100.05		
00024: Associate Systems Analyst / Programmer	AT&TSte	0	\$0	\$81.65			0	\$0	\$84.51		
00025: Document / Administrative Support Specialist	AT&TSte	0	\$0	\$47.62			0	\$0	\$49.29		
0026: Training Support Specialist	AT&TSte	0	\$0	\$61.47			0	\$0	\$63.62		
10027: Word Processor	AT&TSte	0	\$0	\$36.79			0	\$0	\$38.08		
0023: Sr. Doc/Admin Spt Spec	AT&TSte	0	\$0	\$0.00			0	\$0	\$0.00		
LEERDEFINED2	AT&TSte	0	\$0	\$0.00			0	\$0	\$0.00		
00001: Director	Ciert Ste	0	\$0	\$223.67			0	\$0	\$231.50		
0002: RogramManager	Client Ste	0	\$0	\$145.22			0	\$0	\$150.30		
00003: Project Manager	Cient Ste	0	\$0	\$129.25			0	\$0	\$133.77		
00004: Senior Corporate Consultant	Clert Ste	0	\$0	\$223.67			0	\$0	\$231.50		
사람이 안에 있는 것 것 같은 것은 것 같은 것 같은 것 같은 것 같은 것 같은 것 같	2012 (Sec. 1997)	0	\$0	E12251 Q4261			0				
0005: Serior Consultant	Clert Ste	0.00		\$171.14			100	\$0	\$177.13		
00006: Consultant	Clent Ste	0	\$0	\$144.50			0	\$0	\$149.56		
00007: Rincipal Trainer	Clert Ste	0	\$0	\$142.51			0	\$0	\$147.50		
00008: Senior Trainer	Clent Ste	0	\$0	\$126.84			0	\$0	\$131.28		
00009. Tirainer	Clert Ste	0	\$0	\$86.33			0	\$0	\$89.35		
00010: Principal Functional Area Specialist	Client Ste	0	\$0	\$129.25			0	\$0	\$133.77		
00011: Senior Functional Area Specialist	Ciert Ste	0	\$0	\$25.44			0	\$0	\$98.78		
00012: Functional Area Specialist	Clert Ste	0	\$0	\$78.72			0	\$0	\$81.48		
00013: Rincipal Economic Analyst	Client Ste	0	\$0	\$142.51			0	\$0	\$147.50		
00014: Senior Economic Analyst	Clert Ste	0	\$0	\$25.44			0	\$0	\$98.78		
00015: Economic Analyst	Clent Ste	0	\$0	\$78.72			0	\$0	\$81.48		
00016: Principal Logistician	Cient Sile	0	\$0	\$142.51			0	\$0	\$147.50		
00017: Senior Logistician	Cient Ste	0	\$0	\$122.97			0	\$0	\$127.27		
00018: Logistician	Cient Ste	0	\$0	\$109.66			0	\$0	\$113.50		
승규가 가장 가장 이 것 같아요. 이 집 않아요. 이	22220223	0	\$0	- 0. A (0. 63 SH-1			0	10000			
00019: Senior Modeler	Ciert Ste	22		\$144.50			0	<b>\$</b> 0	\$149.56		
00020: Middler	Clert Ste	0	\$0	\$25.44			0	\$0	\$98.78		
0021: Principal Engineer Analyst	Clert Ste	0	\$0	\$144.50			0	\$0	\$149.56		
00022: Senior Systems Analyst / Rogrammer	Clert Ste	0	\$0	\$95.44			0	\$0	\$98.78		
00023: Systems Analyst / Rogrammer	Clent Ste	0	\$0	\$78.72			0	\$0	\$81.48		
0024: Associate Systems Analyst / Rogrammer	Client Ste	0	\$0	\$66.50			0	\$0	\$68.83		
00025: Document / Administrative Support Specialist	Clert Ste	0	\$0	\$38.77			0	\$0	\$40.13		
20026: Training Support Specialist	Clent Ste	0	\$0	\$50.06			0	\$0	\$51.81		
0027: Wind Rocesson	Cient Ste	0	\$0	\$29.97			0	\$0	\$31.02		
0023: Sr. Doc/Admin Spt Spec	Cient Ste	0	\$0	\$63.98			ō	\$0	\$66.17		
LERDEFNED2	Clent Ste	0	\$0	\$0.00			0	\$0	\$0.00		
SUBTOTAL: LABOR	Getae	0	\$0	and			0	\$0 \$0	a.u		
OTHERDRECT COSTS (CDOs)											
TFAVEL	(Loaded Thru G&A)		\$50,000					\$50,000			
OTHERDRECTCOSTS	(Loaded Thru G&A)		\$0					\$0			
MATERIALS& ECLIPMENT	(Loaded Thru M&H G&A)		\$0					\$0			
SLETOTAL: COOS			\$50,000				-	\$50,000			
IOTAL.		-	\$50,000				-	\$50,000			

## Section C - Descriptions and Specifications

## C.1 BACKGROUND

The Director of Cost Assessment & Program Evaluation (CAPE) conducts independent analysis and is the principal advisor to the Secretary of Defense and other senior officials of the Department of Defense providing independent analysis and advice on cost estimation, cost analysis, and the planning and programming phases of the planning, programming, budgeting, and execution system (PPBES).

CAPE's principal responsibilities include the following:

- Analyze, evaluate, and provide alternative plans, programs, and budgets in relation to U.S. defense objectives, projected threats, allied contributions, estimated costs, and resource constraints.
- Review, analyze, and evaluate programs, including classified programs, for executing approved strategies and policies
- Conduct trade-off and cross-portfolio analyses to better inform key decisions;
- Provide leadership in developing and promoting improved analytical skills and competencies, tools, data, and methods for analyzing national security planning and the allocation of resources.
- Ensure that the costs, effectiveness, and capabilities of DoD programs, including classified programs, are presented accurately and completely.
- Assess effects of DoD spending on the U.S. economy and evaluate alternative policies to ensure that DoD programs can be implemented.

The Simulation & Analysis Center (SAC) within CAPE is responsible for performing capability, weapons system, force structure and readiness analyses and assessments of joint, mission and theater-level military operations. This support requires a wide range of warfighting analytic capabilities ranging from mathematics and statistics to specific warfighting model or war gaming expertise, to the subject matter experts required to evaluate military operations across the spectrum of conflict.

## C.2 SCOPE

The SAC conducts studies that address important issues within the Department of Defense. These studies are focused on providing OSD senior leadership analytic insights into the defense strategy as outlined in the guidance provided by the Secretary of Defense in the Quadrennial Defense Review (QDR), Guidance for the Development of Forces (GDF), Joint Programming Guidance (JPG), and Program Decision Memoranda. These efforts require working in a joint, collaborative environment with the Joint Staff, the Services, Regional Combatant Commands, and other U.S. government agencies. SAC studies span the range of military operations from major conventional or unconventional warfighter to humanitarian support or defense support to civil authorities. The SAC performs analyses in support of these studies at both the mission and theater levels. Contractor (s) shall provide analytical and operational support to the OSD CAPE mission in support of focused reviews of defense capabilities and requirements.

## C.3 DELIVERABLES

Deliverables will be identified in each call order placed against this BPA. The individual call orders will specify the individual deliverables, the due dates, formats to be used, and distribution instructions.

All deliverables will be submitted to the COR, unless otherwise agreed upon. All deliverables must meet professional standards and meet the requirements set forth in contractual documentation. The contractor will be responsible for delivering all end items specified in each individual call order. All deliverables developed under the call orders will become the property of the US Government. Unless otherwise specified, the Government will have a maximum of ten (10) calendar days from the day the draft deliverable is received to review the document, provide comments back

to the contractor, approve or disapprove the deliverable(s). The contractor will have a maximum of ten (10) calendar days from the day comments are received to incorporate all changes and submit the final deliverable to the Government.

The format for individual deliverables will be determined through consultation between the COR and the contractor at the orientation briefing and identified in writing then provided to the contracting office, COR, and the contractor. All documents will be provided in either hard copy or electronically as requested by the COR. Electronic documents will be provided in the appropriate Microsoft Office format (e.g., Word or PowerPoint); if appropriate, the Government may be asked that they be provided in compressed or PDF format.

## C.4 TASKS TO BE PERFORMED, IF ORDERED

#### 4.1. Analytical Support

The SAC requires analytical support to address PPBES issues at the tactical through strategic levels of warfare to include but not limited to the areas of Air, Space, Intelligence, Surveillance and Reconnaissance (ISR), Maritime, Land, Homeland Defense, Missile Defense, Irregular Warfare, Military War Gaming, and Cyber Space. This support requires expert use of operation research techniques and logical analytical skills.

In accordance with the study plans, provided and developed by Government staff, the Contractor shall complete specified tasks by developing and executing mathematically sound and defensible methodologies and approaches. This may include but is not limited to running excursions to baseline models, parametric analysis, developing tools/models, and data research.

The Contractor shall provide support in the development and use of various models. Currently SAC utilizes Commercial Off The Shelf (COTS), Government Off The Shelf (GOTS), and SAC developed models and tools. The Contractor will be required to provide data inputs, generate output, provide documentation, and verify results.

The Contractor shall provide assistance to the Government staff in the analysis, preparation, and presentation of analytic reports. The Contractor shall provide and be able to coordinate and deliver specific studies for project related deliverables as required.

4.1.1. Land Analyst: The Contractor shall provide analysts with applicable experience and expertise, and a clear understanding to perform joint land warfare analysis at the theater and mission level. Experience should include but not be limited to Army or Marine based analyses.

4.1.2. **Air/Space Analyst:** The Contractor shall provide analysts with applicable experience and expertise, and a clear understanding to perform joint manned and unmanned air warfare analysis at the theater and mission level. Experience should include but not be limited to Air Force based analyses.

4.1.3. Intelligence Surveillance & Reconnaissance (ISR) Analyst: The Contractor shall provide analysts with applicable experience and expertise, and a clear understanding to perform joint ISR analysis at the theater and mission level. Experience should include but not be limited to satellite and Unmanned Aerial Vehicle (UAV) based analyses.

4.1.4. **Maritime Analyst:** The Contractor shall provide analysts with applicable experience and expertise, and a clear understanding to perform joint maritime warfare analysis at the theater and mission level. Experience should include but not be limited to Navy based analyses.

4.1.5. War gaming Analyst: The Contractor shall provide analysts with applicable experience and expertise, and a clear understanding to perform joint military war gaming analysis. Experience should include but not be limited to war game development and adjudication.

4.1.6. Cyber Space Analyst: The Contractor shall provide analysts with applicable experience and expertise in cyber warfare to perform analyses in regards to current and future cyber capabilities.

4.1.7. **Intelligence Analyst:** The Contractor shall provide analysts with a military intelligence background to assist in the development of threat data inputs for campaign and mission level simulations.

4.1.8. Irregular Warfare (IW) Analyst: The Contractor shall provide analysts with Special Operation Forces (SOF) operational experience and/or experience with irregular warfare analysis to perform Irregular Warfare analysis.

4.1.9. Homeland Defense Analyst: The Contractor shall provide analysts to perform Homeland Defense analysis. These analysts must have knowledge and experience in support of Homeland Defense, Consequence Management, and Civil Support studies.

4.1.10. Counter Weapons of Mass Destruction (C-WMD) Analyst: The Contractor shall provide analyst with applicable experience and expertise in C-WMD operations to perform analyses in regards to C-WMD capabilities and scenarios.

4.1.11. **Military Logistics Analyst:** The Contractor shall provide analyst with applicable experience and expertise in logistic operations at the mission and campaign level. Experience should include but not be limited to TPFFD development and the force deployment cycle.

4.1.12. **Operations Research Analyst:** The Contractor shall provide analysts with a science, technology, or engineering (STEM) background. Experience should include but not be limited to model verification, regression analysis, Microsoft excel spreadsheet tool development, and mathematical model development.

4.1.13. **Integrated Air and Missile Defense (IAMD) Analyst:** The Contractor shall provide analysts with applicable experience and expertise, and a clear understanding to perform joint IAMD analysis at the theater and mission level.

4.1.14. **Airbase Resiliency Analyst:** The Contractor shall provide analysts with applicable experience and expertise, and a clear understanding to develop tools and conduct analysis of US airbase vulnerabilities. Analysis experience should include but not limited to US ability to recover from enemy attacks on runways and POL infrastructure, and understanding risks to parked aircraft on US airbases.

## 4.2. Campaign and Mission Level Modeling Support

The SAC requires campaign and mission level modeling support in areas such as setting up models, running the models, creating scenarios and Concept of Operations (CONOPS), data extraction, data manipulation, and interpretation of model results.

Using the study plan, provided and developed by Government staff, the Contractor will transform all study objectives into model and scenario specific data requirements. The Contractor shall aide in the identification of data sources to meet model inputs requirements and shall maintain and update the data in Government systems.

The Contractor shall provide support of the SAC modeling and analytic efforts for the models provided in 4.2.1 through 4.2.6 below. The Contractor shall use the data, model input files, and associated software, to perform analysis and decision support. Such support may consist of generating special displays, charts, graphics, data pulls, comparisons, and other analyses. Additionally, the Contractor shall perform archiving of study data and retrieve data from previous studies included in the archives.

The Contractor shall provide analysts with the required training and applicable experience and expertise, and a clear understanding to performing at minimum the following:

4.2.1. **JICM Modeler:** Campaign-level analyses of joint theater-level warfare with RAND's Joint Integrated Contingency Model (JICM)

4.2.2. **STORM Modeler:** Campaign-level analyses of joint theater-level warfare model and Air Forces' Synthetic Theater Operations Research Model (STORM)

4.2.3. **EADSIM Modeler:** Mission-level air defense and theater missile defense analyses using Extended Air Defense Simulation (EADSIM)

4.2.4. NSS Modeler: Maritime mission-level analyses using the Navy's Naval Simulation System (NSS) model.

4.2.5. **OZ Modeler:** War game development, instantiation, and adjudication using OZ War Gaming Integration Toolkit. The OZ War Gaming Integration Toolkit is a Government owned tool developed in conjunction with Modeling & Simulation Coordination Office (MSCO) and OSD/CAPE's Information Management & Analysis Group (IMAG) to computerize, automate, and record the war gaming process.

4.2.6. **SLAMEM Modeler:** Mission-level C4ISR analyses using Simulation of the Locations and Attack of Mobile Enemy Missiles (SLAMEM)

#### 4.3. Modeling and Simulation Coordination Office (MSCO) Support

SAC has provided support for the design and development of the Oz War Game Toolkit, aided in the testing of Population Attitude Models such as ATHENA, an IW model developed by the Army, and developed both campaign and tactical level war games via MSCO grants.

MSCO awards grants to organizations on a yearly basis based on project proposals provided by organizations. Due to the dynamic and collaborative nature of the analysis and support required for each project and the projects that have been previously funded by MSCO and proposed by OSD-CAPE, the organization needs to be able to continue to provide the capacity to support these proposed projects if funded. SAC provides senior analysts who know DoD standards, modeling, methods, and tools. Specific tasks will be identified by MSCO in conjunction with the SAC.

#### 4.4. Administrative Support

General administrative tasks to be performed include, but are not limited to: routing correspondence, answering telephones, sending/receiving telefaxes, calendar management, correspondence preparation, signature package preparation, visitor control and escort, ordering supplies, copying materials, record management and suspense tracking, assisting with equipment and furniture inventory tracking, leave request processing, travel processing, training processing, time and attendance reporting and processing, requesting equipment, furniture, and services, and performing related activities as required. Providing Microsoft Word and PowerPoint Support includes, but is not limited to, formatting and preparing documents and briefings.

## C.5 PERFORMANCE REQUIREMENTS SUMMARY (to be utilized at the Call Order level)

In Table 1, the Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The Contractor shall ensure, at the call order level, its performance under the subject call order meets the quality standards identified in the Performance Summary Requirements and acceptance criteria specified in the Performance Work Statement. Specific Performance Requirements may be addressed in individual call orders issued under the BPA.

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Task	Standard	Acceptable Quality Level	Quality Assurance	Incentives/Disincentives
All Tasks	The Contractor shall promote and maximize program stability by minimizing turnover of project personnel*	The grading for this metric is: Excellent >= 80% retention Good >= 67% and < 80% retention Poor < 67% retention	Review by Task Manager & Contracting Officer Representative	The Contractor's ability to maintain and promote program stability will be a factor addressed in the Contractor Performance Assessment Reporting System (CPARS). Positive and/or negative performance will be documented by the COR & Contracting Officer.
5.0. Deliverables - applicable to Base and Option Years	All deliverables listed in the "Deliverables" section shall be submitted to the Government within the timeframes specified.	No more than one deliverable overdue.	Review by Task Manager & Contracting Officer Representative	Tailored to each Call Order
All Tasks	The Contractor shall track data submission and keep the Task Monitor informed when the Contractor receives late data	The Task Manager shall be informed at least weekly of any data shortfalls.	Review by Task Manager & Contracting Officer Representative	If more than one deliverable is late per month, the Contractor's performance evaluation report will be annotated to reflect.
All Tasks       Analysis shall be timely and reports shall be accurate and error free.**		On time. No major errors*** and no more than three minor errors (typos, etc.) in any report.	Review by Task Manager & Contracting Officer Representative	Reports delivered per the deliverables chart that exceed the error standard may be returned for the correction by the COR. If deliverables returned for correction fall into "late" category as a result of the corrective action, the deliverable will be considered late by the COR and the Contractor's evaluation report will reflect in a negative manner.

\* For the purposes of this metric, an employee is considered to be not retained if they leave the effort for reasons other than a Government-imposed change in tasking (i.e. task modification) or an employee is removed because the Government is dissatisfied with the employee's performance or conduct.

\*\* Isolated instances of minor of insignificant errors, such as spelling errors, are not considered to violate this standard.

\*\*\*Instances of major errors, such as incorrect data, insufficient data, incorrect classification, and/or nondefensible methodologies.

# Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of ServicesFixed Price	AUG 1996
52.246-6	InspectionTime-And-Material And Labor-Hour	MAY 2001
52.246-6 Alt I	InspectionTime And Material And Labor Hour (May 2001)	APR 1984
	- Alternate I	

# E.1 CONTRACTOR QUALITY CONTROL

1.1 The contractor shall perform all technical and administrative planning, coordination, analysis and tracking of the diverse activities and disciplines provided by the contractor to meet the requirements of each awarded call order. The contractor shall manage and control call order resources to assure completion of all tasks within schedule and performance requirements. The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with each call order PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which the contractor is assured that its work complies with the requirement of efforts performed under this agreement. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to the QC system. The contractor's QC plan must be submitted to the Contracting Officer 10 days after Call Order award. The Contractor shall institute a complete QC Program to ensure that the requirements performed under this agreement are fulfilled as specified.

1.1.1 At a minimum, the Contractor shall include the following elements in the program:

- A comprehensive inspection system of all the scheduled and unscheduled services required in this document.
- 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 same day generated.
- Use of the system to identify and implement more efficiency in the conduct of future call orders.

1.2 Quality Surveillance Assurance Plan: The government shall evaluate the contractor's performance of calls under this agreement in accordance with the Quality Assurance Surveillance Plan, Attachment 5. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the

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performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.3 Administrative Considerations, Correspondence: To promote timely and effective administration, correspondence shall be subject to the following procedures:

(1) Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Contracting Officer's Representative (COR) with an information copy to the Contracting Officer (CO).

## Section F - Deliveries or Performance

## F.1 HOURS OF OPERATIONS/PLACE OF PERFORMANCE

Work will be performed at the Pentagon, Arlington VA; Alexandria, VA, other Government sites within the National Capital Region (NCR) or at the Contractor's facility. Specific place of performance will be identified in each call order.

Telework will not be authorized unless approved in advance by the COR, on a case-by-case basis, for the completion of specific work products. Telework may be required by the COR if necessitated by operational exigencies.

Except for Federal Holidays, as defined by Federal law (5 U.S.C. 6103) and other office closures, the Contractor shall provide on-site (Government) or off-site (Contractor) support services during Government working hours in the amount of business hours approved by the Contracting Officer's Representative (COR).

The standard work week is Monday through Friday, except on Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

**Recognized Federal Holidays:** 

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

## Section G - Contract Administration Data

#### G.2 BPA Administration

#### **G.1** Authorized BPA Users

Support services under the BPAs shall also be available to all Washington Headquarters Services (WHS) and Office of Secretary Defense Offices (OSD), as appropriate and with the consent of the CAPE Contracting Officer's Representative (COR) and the Contracting Officer.

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The administrator for the BPA will be:

Washington Headquarters Services Acquisition Directorate 1155 Defense Pentagon Washington, DC 20301-1155

Contracting Officer:Liz Anton, 703-545-1979, Liz.Anton@whs.milContract Specialist:Jigisha Patel, 703-545-1229, Jigisha.Patel@whs.mil

## G.3 CONTRACTIONG OFFICER REPRESENTATIVE (COR)

The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs and specifications; monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

The COR for this BPA is: Mr. Tariq Mehmood, 571-256-0603, tariq.mehmood@osd.mil

Each call order will also identify a COR. A COR designation letter will be issued for the BPA and each Call Order.

#### G.4 POST AWARD CONFERENCE/PERIODIC PROGRESS MEETINGS

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the contracting officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

## G.5 SECURITY AND PRIVACY REQUIREMENTS

5.1 This BPA will require work up to a Top Secret/Sensitive Compartmentalized Information clearance. However, each individual call order will describe an appropriate level of clearance needed to perform the task for those specified personnel. All personnel must have and maintain the required level of clearance for the duration of the period of performance (POP).

Contractor personnel assigned to tasks under this agreement on a full-time or near full-time basis will be expected to acquire a Pentagon badge for access to the Pentagon building allowing unescorted access and a Common Access Card (CAC) to use DoD computers. Contractor personnel will be required to complete the appropriate security paperwork and comply with associated policies. Contractor personnel may be required to access data and information proprietary to the Government while performing tasks under this agreement. Contractor personnel may also have information of such a nature that its dissemination or use, other than in performance of these efforts, would be adverse to the interest of the Government. The Contractor shall not divulge or release data or information developed or obtained in performance of these efforts except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data, other than as required in the performance of tasks under this agreement. The limitations above do not apply to data or

information that has been made public by the Government. In the course of performance pursuant to this agreement, the Contractor may require access nonpublic information such as Planning, Programming, Budgeting and Execution (PPBE) information. In the event that the Contractor requires access to PPBE information while performing tasks under this agreement, the Contractor shall agree that each of its employees and others performing work under this agreement will sign the Non-Disclosure Agreement provided as part of the solicitation All products produced and their associated work papers are to be considered the property of the Government. The final DD Form 254, Contract Security Classification Specification, will be incorporated at the BPA level and for each Call Order.

The Contractor's Facility Security Officer (FSO) shall report immediately, in writing, to the Contracting Officer any changes in the Contractor's security status in performance of any tasks under this agreement.

Prior to assignment of Contractor employees to call orders under this agreement, the Contractor's FSO shall submit Personnel (Security) Clearance (PCL) validation through use of a Visit Authorization Request (VAR) for each employee, in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) to the designated security representative. Changes in PCL status of Contractor employees shall be forwarded in writing to the Contracting Officer and the designated security representative. Teaming SubContractors shall comply with the same security requirements as the Contractor. The Contractor shall issue DD Form 254s to each teaming SubContractor reflecting the same security requirements applicable to the prime agreement. The Contractor shall also sponsor teaming SubContractor(s) for a Facility (Security) Clearance (FCL) and associated PCL(s) required in accordance with the DD Form 254.

5.2 Physical Security: The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

5.3 Operational Security (OPSEC): OPSEC is a structured process that identifies critical information, analyzes friendly actions, integrates threat analysis and risk assessments, then helps personnel apply protective measures to mitigate unacceptable risk. The Contractor shall agree to comply with the same basic OPSEC rules, requirements, and standards as Government personnel. When Contractor personnel are working primarily in Government facilities, OPSEC Awareness Education and Training will be provided or coordinated through the appropriate Government security channels and OPSEC protective measures (countermeasures) will be applied as directed by the Government. When Contractor personnel are working primarily in Contractor facilities, OPSEC Awareness Education and Training will be provided by the Contractor. All Contractor support personnel are required to receive OPSEC Awareness Education and Duty-Related Training.

5.4 The Contractor shall comply with the DOD Customers Operations Security Program, specifically DODD 5205.02 "DoD Operations Security (OPSEC) Program" March 6, 2006.

#### **G.6 IDENTIFICATION OF CONTRACTOR EMPLOYEES**

All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials.

#### **G.7 CONTRACTOR TRAVEL**

Travel/Other Direct Costs (ODC): All travel shall be preapproved, in writing, by the COR, prior to commencement of travel. The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with FAR 31.205-46, "Travel costs."

Contractor will be required to travel to and from the Pentagon and other Government organizations' facilities within the NCR. Travel within the National Capital Region (NCR) will not be reimbursed unless preapproved in writing by the COR. Travel outside the NCR in support of this BPA may also be required.

#### **G.8 OBLIGATION OF FUNDS**

Funds will be obligated on individual orders placed against the BPA. 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 the BPA.

## **G.9** Invoicing

The Contractor shall invoice as directed in individual task orders.

#### **G.10 REPORTING**

#### **10.1 Time and Material Reporting:**

To assist the Government with the appropriate surveillance during the performance of each call order, a Monthly Progress Report (MPR) is a requirement of each call order. The primary objective of the report is to provide the Government reasonable assurance the Contractor is using efficient methods and effective cost controls in executing each task for. The Contractor shall propose a format that meets the intent of the report that includes the following for the call order: 1) discussion of activities by each call order including a summary of briefings, meetings, or visits and accomplishments during the reporting period; 2) milestones achieved; 3) anticipated activity by each call order for the next reporting period; 4) problems encountered or anticipated; 5) total amount of funds and man-hours expended by each individual (by name if requested) including other direct costs pertaining to that individual; 6) total amount of funds and man-hours remaining under each PWS; and 7) a forecast of the probability of completing active work within the estimated time and obligated funds.

#### **10.2 Firm Fixed Price Reporting:**

To assist the Government with the appropriate surveillance during the performance of each call order, a Monthly Progress Report (MPR) is a requirement of each call order. The primary objective of the report is to provide the Government reasonable assurance the Contractor is using efficient methods in executing each task. The Contractor shall propose a format that meets the intent of the report that includes the following for the call order: 1) discussion of activities by each call order including a summary of briefings, meetings, or visits and accomplishments during the reporting period; 2) milestones achieved; 3) anticipated activity by each call order for the next reporting period; and 4) problems encountered or anticipated.

# CLAUSES INCORPORATED BY FULL TEXT

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition & Procurement Office (WHS A&PO) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at <u>https://wawf.eb.mil</u>, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. **Submission of hard copy** 

## DD250/Invoice/Public Vouchers (SF1034) is no longer permitted.

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <a href="http://www.ccr.gov/">http://www.ccr.gov/</a> and register to use WAWF at <a href="https://wawf.eb.mil">https://wawf.eb.mil</a>

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.eb.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.

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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	HQ0034-12-A-0018
Delivery Order	TBD
Pay DoDAAC	HQ0347
Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034
Inspect By DoDAAC/Extension	HQ0059
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	HQ0059
DCAA Auditor DODAAC/Extension	
LPO DODAAC	Leave Blank

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

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

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

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

 <u>Item Number</u>: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).

- 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 <u>liz.anton@whs.mil</u> and <u>tariq.mehmood@osd.mil</u>. in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF system.

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

# Section H - Special Contract Requirements

# H.1 NON-PERSONAL SERVICES/INHERENTLY GOVERNMENTAL

In accordance with FAR 37.104, Personal Services are prohibited and will not be performed under this agreement.

The Contractor agrees that this is a non-personal services BPA; that for all the purposes of the BPA the Contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with, the Government; and that the Contractor shall neither supervise, nor accept supervision from Government employees.

The Contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks under this Blanket Purchase Agreement (BPA), none of which are considered inherently Governmental functions as defined in FAR 2.101 or Subpart 7.5.

# H.2 ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any Organizational Conflict of Interest (OCI), which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that: award of the contract may result in an unfair competitive advantage; or the Contractor's objectivity in performing the contract work may be impaired. Specific call orders issued under this BPA may require the Contractor to provide systems engineering and technical direction, or prepare specifications or work statements, as well as other areas for potential OCI addressed in FAR 9.505. Performance of such tasks may preclude the Contractor from consideration for award of related programs. The Contractor is required to advise the contracting officer on Attachment 7, whether it considers that an actual or potential OCI exists for each call order.

## H.3 NON-DISCLOSURE AGREEMENT

In the course of performance pursuant to this agreement, 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 call 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 agreement will not use or disclose any such information unless authorized by the Contractor shall protect by the Contracting Officer's Representative (COR) or the call 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 agreement will sign the Non-Disclosure Agreement set forth below for each call order award as specified during the solicitation for that call order.

# H.4 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

The government shall provide the facilities, equipment, materials, and/or services listed at the call order level. When work is performed at a Government site, the Government will furnish office space and office equipment as necessary to perform the required work. The hours noted in the Contractors' price proposal for each call order will serve as a baseline for providing office space and office equipment. Office space and equipment needed beyond these hours will be reviewed and approved at the Government's discretion; any lack of approval shall not result in a change in cost to the Government.

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. The Contractor shall immediately report any damage of Government Property to the COR. The Contractor shall be responsible for any damage caused by Contractor operations.

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

At the request of the Government, or at completion of this effort, the contractor will immediately return any Government-provided property, including any equipment, specialized or off-the-shelf software, and all other property provided by the Government for the contractor to use to complete this effort. The government will provide the contractors with access to relevant government facilities, studies, reports, data, and key staff as required to perform the tasks contained in the individual orders.

# **H.5 DATA RIGHTS**

All work performed by the Contractor and subcontractors under this BPA shall become the exclusive property of the Government in which the Government shall, at no additional cost, have unlimited rights as defined in FAR 27.4 and 52.227-14. The Contractor shall not deliver or otherwise provide to the Government technical data or computer software, to include the deliverables under this BPA, with restrictions or with restrictive markings, including those to use as modification, reproduction, and transfer. At any and all times, the Contractor agrees to promptly provide to the Government at no additional cost such data, documents, codes or other materials and information that are necessary to permit the Government's full enjoyment of its rights in the deliverables as described above. "Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.212-4	Contract Terms and ConditionsCommercial Items	FEB 2012
52.212-4 Alt I	Contract Terms and ConditionsCommercial Items (Feb 2012)	OCT 2008
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items	MAY 2012

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52.212-5 (Dev)	Contract Terms and Conditions Required to Implement	MAY 2012
	Statutes or Executive OrdersCommercial Items (Deviation)	
52.212-5 Alt I	Contract Terms and Conditions Required to Implement	FEB 2000
	Statutes or Executive OrdersCommercial Items (May 2012)	
	Alternate I	
52.212-5 Alt I (Dev)	Contract Terms and Conditions Required to Implement	FEB 2000
	Statutes or Executive OrdersCommercial Items (May 2012) Alternate I (Deviation)	
52.212-5 Alt II	Contract Terms and Conditions Required to Implement	DEC 2010
	Statutes or Executive OrdersCommercial Items (May 2012)	
	Alternate II	
52.212-5 Alt II	Contract Terms and Conditions Required to Implement	DEC 2010
(Dev)	Statutes or Executive OrderCommercial Items (May 2012)	
	Alternate II (Deviation)	
52.223-17	Affirmative Procurement of EPA-Designated Items in Service	MAY 2008
	and Construction Contracts	
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to	NOV 2011
	IranCertification.	
52.232-1	Payments	APR 1984
252.212-7001	Contract Terms and Conditions Required to Implement	MAY 2012
	Statutes or Executive Orders Applicable to Defense	
	Acquisitions of Commercial Items	
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement	<b>DEC 2010</b>
	Statutes or Executive Orders Applicable to Defense	
	Acquisitions of Commercial Items (Deviation)	
252.215-7000	Pricing Adjustments	DEC 1991
252.232-7000	Advanced Payment Pool	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving	MAR 2008
	Reports	
252,246-7000	Material Inspection And Receiving Report	MAR 2008

# 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 30 days.

## WHS/AD Special Contract Provisions:

In the event the Government exercises its unilateral right under FAR clause 52.217-8 -Option to Extend Services, the unit price for the performance of services during this period will be the latest price(s) agreed upon in the contract or subsequent modifications for Airspace Integration support services. (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 5 years.

(End of clause)

# Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 01	WHS AD & OSD Small	1	20-APR-2012
	Business Goals		
Attachment 02	QASP	5	02-APR-2012
Attachment 03	CAPE SAC BPA OCI	2	30-MAR-2012
	Analysis Form		
Attachment 04	CAPE SAC BPA Non-	2	02-APR-2012
	Disclosure Agreement		
Attachment 05	BPA Level DD254	10	22-MAR-2012