

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 34

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. HQ0034-07-A-1019		2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/CALL 2007 Apr 20		4. REQ./ PURCH. REQUEST NO.		5. PRIORITY	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901		CODE HQ0034		7. ADMINISTERED BY  <b>SEE ITEM 6</b>		CODE		8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER  (See Schedule if other)	
9. CONTRACTOR BAI, INC JOHN HARDENBERGH 46000 DUKE STREET, SUITE 303 ALEXANDRIA VA 22304		CODE 1KAP9		FACILITY		10. DELIVER TO FOB POINT BY (Date) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
						12. DISCOUNT TERMS NET 30			
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			
14. SHIP TO  <b>SEE SCHEDULE</b>		CODE		15. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY/ CALL		This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract					
		PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:					
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR				SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE									
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE	23. AMOUNT
		<b>SEE SCHEDULE</b>							
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: (703) 586-1110 EMAIL: karen.rooney@whs.mil BY: Karen Rooney				25. TOTAL	
				<i>Karen Rooney</i> CONTRACTING / ORDERING OFFICER				29. DIFFERENCES	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED  DATE SIGNATURE OF AUTHORIZED GOVT. REP.				27. SHIP NO.  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		28. DO VOUCHER NO.		30. INITIALS	
				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.  DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER								34. CHECK NUMBER	
								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.	
								42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices  
 HOURLY RATES GSA MOBIS SCHEDULE GS-10F-0129R

MOBIS SIN		Price Offered to the Government	
	Skill Category	Labor Rates (Loaded) On Site/Off Site	
874-1, 874-2, 874-7		Inclusive of .75 IFF	
December 8, 2006 - December 7, 2007	Lead Program Manager	\$ 159.23	\$ 184.45
	Senior Program Manager	\$ 158.24	\$ 183.29
	Program Manager (Mid-Level)	\$ 109.47	\$ 126.81
	Senior Project Manager	\$ 109.47	\$ 126.81
	Project Manager/Task Leader	\$ 75.63	\$ 87.61
	Lead Analyst/Senior Associate (Training)	\$ 113.85	\$ 131.88
	Lead Analyst/Senior Associate (Management)	\$ 113.85	\$ 131.88
	Lead Analyst/Senior Associate (Business Practices)	\$ 113.85	\$ 131.88
	Lead Analyst/Senior Associate (Cost)	\$ 113.85	\$ 131.88
	Senior Analyst (Training)	\$ 91.06	\$ 105.48
	Senior Analyst (Management)	\$ 91.06	\$ 105.48
	Senior Analyst (Business Practices)	\$ 91.06	\$ 105.48
	Senior Analyst (Cost)	\$ 91.06	\$ 105.48
	Analyst Mid-Level (Training)	\$ 52.78	\$ 61.14
	Analyst Mid-Level (Management)	\$ 52.78	\$ 61.14
	Analyst Mid-Level (Business Practices)	\$ 52.78	\$ 61.14
	Analyst Mid-Level (Cost)	\$ 52.78	\$ 61.14
	Associate Analyst (Training)	\$ 36.32	\$ 42.08
	Associate Analyst (Management)	\$ 36.32	\$ 42.08
	Associate Analyst (Business Practices)	\$ 36.32	\$ 42.08
	Associate Analyst (Cost)	\$ 36.32	\$ 42.08
	Junior Analyst (Training)	\$ 32.34	\$ 37.47
	Junior Analyst (Management)	\$ 32.34	\$ 37.47
	Junior Analyst (Business Practices)	\$ 32.34	\$ 37.47
	Junior Analyst (Cost)	\$ 32.34	\$ 37.47
	Senior Administrative Assistant	\$ 52.75	\$ 61.10
	Junior Administrative Assistant	\$ 41.92	\$ 48.56

MOBIS SIN	Skill Category	Price Offered to the Government	
		Labor Rates (Loaded)	
		On Site/Off Site	
874-1, 874-2, 874-7		Inclusive of .75 IFF	
December 8, 2007 - December 7, 2008	Lead Program Manager	\$ 165.57	\$ 191.74
	Senior Program Manager	\$ 164.53	\$ 190.54
	Program Manager (Mid-Level)	\$ 113.83	\$ 131.82
	Senior Project Manager	\$ 113.83	\$ 131.82
	Project Manager/Task Leader	\$ 78.65	\$ 91.08
	Lead Analyst/Senior Associate (Training)	\$ 118.38	\$ 137.10
	Lead Analyst/Senior Associate (Management)	\$ 118.38	\$ 137.10
	Lead Analyst/Senior Associate (Business Practices)	\$ 118.38	\$ 137.10
	Lead Analyst/Senior Associate (Cost)	\$ 118.38	\$ 137.10
	Senior Analyst (Training)	\$ 94.68	\$ 109.65
	Senior Analyst (Management)	\$ 94.68	\$ 109.65
	Senior Analyst (Business Practices)	\$ 94.68	\$ 109.65
	Senior Analyst (Cost)	\$ 94.68	\$ 109.65
	Analyst Mid-Level (Training)	\$ 54.89	\$ 63.56
	Analyst Mid-Level (Management)	\$ 54.89	\$ 63.56
	Analyst Mid-Level (Business Practices)	\$ 54.89	\$ 63.56
	Analyst Mid-Level (Cost)	\$ 54.89	\$ 63.56
	Associate Analyst (Training)	\$ 37.77	\$ 43.74
	Associate Analyst (Management)	\$ 37.77	\$ 43.74
	Associate Analyst (Business Practices)	\$ 37.77	\$ 43.74
	Associate Analyst (Cost)	\$ 37.77	\$ 43.74
	Junior Analyst (Training)	\$ 33.63	\$ 38.95
	Junior Analyst (Management)	\$ 33.63	\$ 38.95
	Junior Analyst (Business Practices)	\$ 33.63	\$ 38.95
	Junior Analyst (Cost)	\$ 33.63	\$ 38.95
	Senior Administrative Assistant	\$ 54.84	\$ 63.51
	Junior Administrative Assistant	\$ 43.59	\$ 50.48

MOBIS SIN	Skill Category	Price Offered to the Government	
		Labor Rates (Loaded)	
		On Site/Off Site	
874-1, 874-2, 874-7		Inclusive of .75 IFF	
December 8, 2008 - December 7, 2009	Lead Program Manager	\$ 172.16	\$ 199.34
	Senior Program Manager	\$ 171.08	\$ 198.10
	Program Manager (Mid-Level)	\$ 118.36	\$ 137.05
	Senior Project Manager	\$ 118.36	\$ 137.05
	Project Manager/Task Leader	\$ 81.78	\$ 94.69
	Lead Analyst/Senior Associate (Training)	\$ 123.09	\$ 142.53
	Lead Analyst/Senior Associate (Management)	\$ 123.09	\$ 142.53
	Lead Analyst/Senior Associate (Business Practices)	\$ 123.09	\$ 142.53
	Lead Analyst/Senior Associate (Cost)	\$ 123.09	\$ 142.53
	Senior Analyst (Training)	\$ 98.45	\$ 114.00
	Senior Analyst (Management)	\$ 98.45	\$ 114.00
	Senior Analyst (Business Practices)	\$ 98.45	\$ 114.00
	Senior Analyst (Cost)	\$ 98.45	\$ 114.00
	Analyst Mid-Level (Training)	\$ 57.07	\$ 66.08
	Analyst Mid-Level (Management)	\$ 57.07	\$ 66.08
	Analyst Mid-Level (Business Practices)	\$ 57.07	\$ 66.08
	Analyst Mid-Level (Cost)	\$ 57.07	\$ 66.08
	Associate Analyst (Training)	\$ 39.27	\$ 45.48
	Associate Analyst (Management)	\$ 39.27	\$ 45.48
	Associate Analyst (Business Practices)	\$ 39.27	\$ 45.48
	Associate Analyst (Cost)	\$ 39.27	\$ 45.48
	Junior Analyst (Training)	\$ 34.97	\$ 40.49
	Junior Analyst (Management)	\$ 34.97	\$ 40.49
	Junior Analyst (Business Practices)	\$ 34.97	\$ 40.49
	Junior Analyst (Cost)	\$ 34.97	\$ 40.49
	Senior Administrative Assistant	\$ 57.03	\$ 66.03
	Junior Administrative Assistant	\$ 45.32	\$ 52.48

MOBIS SIN	Skill Category	Price Offered to the Government	
		Labor Rates (Loaded) On Site/Off Site	
874-1, 874-2, 874-7		Inclusive of .75 IFF	
December 8, 2009 - December 7, 2010	Lead Program Manager	\$ 177.84	\$ 205.92
	Senior Program Manager	\$ 176.73	\$ 204.63
	Program Manager (Mid-Level)	\$ 122.27	\$ 141.57
	Senior Project Manager	\$ 122.27	\$ 141.57
	Project Manager/Task Leader	\$ 84.47	\$ 97.81
	Lead Analyst/Senior Associate (Training)	\$ 127.16	\$ 147.23
	Lead Analyst/Senior Associate (Management)	\$ 127.16	\$ 147.23
	Lead Analyst/Senior Associate (Business Practices)	\$ 127.16	\$ 147.23
	Lead Analyst/Senior Associate (Cost)	\$ 127.16	\$ 147.23
	Senior Analyst (Training)	\$ 101.70	\$ 117.76
	Senior Analyst (Management)	\$ 101.70	\$ 117.76
	Senior Analyst (Business Practices)	\$ 101.70	\$ 117.76
	Senior Analyst (Cost)	\$ 101.70	\$ 117.76
	Analyst Mid-Level (Training)	\$ 58.95	\$ 68.26
	Analyst Mid-Level (Management)	\$ 58.95	\$ 68.26
	Analyst Mid-Level (Business Practices)	\$ 58.95	\$ 68.26
	Analyst Mid-Level (Cost)	\$ 58.95	\$ 68.26
	Associate Analyst (Training)	\$ 40.57	\$ 46.98
	Associate Analyst (Management)	\$ 40.57	\$ 46.98
	Associate Analyst (Business Practices)	\$ 40.57	\$ 46.98
	Associate Analyst (Cost)	\$ 40.57	\$ 46.98
	Junior Analyst (Training)	\$ 36.12	\$ 41.83
	Junior Analyst (Management)	\$ 36.12	\$ 41.83
	Junior Analyst (Business Practices)	\$ 36.12	\$ 41.83
	Junior Analyst (Cost)	\$ 36.12	\$ 41.83
	Senior Administrative Assistant	\$ 58.91	\$ 68.21
	Junior Administrative Assistant	\$ 46.82	\$ 54.21

MOBIS SIN	Skill Category	Price Offered to the Government	
		Labor Rates (Loaded) On Site/Off Site	
874-1, 874-2, 874-7		Inclusive of .75 IFF	
December 8, 2010 - December 7, 2011	Lead Program Manager	\$ 183.71	\$ 212.72
	Senior Program Manager	\$ 182.56	\$ 211.39
	Program Manager (Mid-Level)	\$ 126.30	\$ 146.24
	Senior Project Manager	\$ 126.30	\$ 146.24
	Project Manager/Task Leader	\$ 87.26	\$ 101.04
	Lead Analyst/Senior Associate (Training)	\$ 131.35	\$ 152.09
	Lead Analyst/Senior Associate (Management)	\$ 131.35	\$ 152.09
	Lead Analyst/Senior Associate (Business Practices)	\$ 131.35	\$ 152.09
	Lead Analyst/Senior Associate (Cost)	\$ 131.35	\$ 152.09
	Senior Analyst (Training)	\$ 105.06	\$ 121.65
	Senior Analyst (Management)	\$ 105.06	\$ 121.65
	Senior Analyst (Business Practices)	\$ 105.06	\$ 121.65
	Senior Analyst (Cost)	\$ 105.06	\$ 121.65
	Analyst Mid-Level (Training)	\$ 60.90	\$ 70.52
	Analyst Mid-Level (Management)	\$ 60.90	\$ 70.52
	Analyst Mid-Level (Business Practices)	\$ 60.90	\$ 70.52
	Analyst Mid-Level (Cost)	\$ 60.90	\$ 70.52
	Associate Analyst (Training)	\$ 41.91	\$ 48.53
	Associate Analyst (Management)	\$ 41.91	\$ 48.53
	Associate Analyst (Business Practices)	\$ 41.91	\$ 48.53
	Associate Analyst (Cost)	\$ 41.91	\$ 48.53
	Junior Analyst (Training)	\$ 37.32	\$ 43.21
	Junior Analyst (Management)	\$ 37.32	\$ 43.21
	Junior Analyst (Business Practices)	\$ 37.32	\$ 43.21
	Junior Analyst (Cost)	\$ 37.32	\$ 43.21
	Senior Administrative Assistant	\$ 60.85	\$ 70.46
	Junior Administrative Assistant	\$ 48.36	\$ 56.00



MOBIS SIN	Skill Category	Price Offered to the Government	
		Labor Rates (Loaded) On Site/Off Site	
		Inclusive of .75 IFF	
874-1, 874-2, 874-7			
December 8, 2011 - December 7, 2012	Lead Program Manager	\$ 189.77	\$ 219.74
	Senior Program Manager	\$ 188.59	\$ 218.36
	Program Manager (Mid-Level)	\$ 130.47	\$ 151.07
	Senior Project Manager	\$ 130.47	\$ 151.07
	Project Manager/Task Leader	\$ 90.14	\$ 104.37
	Lead Analyst/Senior Associate (Training)	\$ 135.69	\$ 157.11
	Lead Analyst/Senior Associate (Management)	\$ 135.69	\$ 157.11
	Lead Analyst/Senior Associate (Business Practices)	\$ 135.69	\$ 157.11
	Lead Analyst/Senior Associate (Cost)	\$ 135.69	\$ 157.11
	Senior Analyst (Training)	\$ 108.53	\$ 125.66
	Senior Analyst (Management)	\$ 108.53	\$ 125.66
	Senior Analyst (Business Practices)	\$ 108.53	\$ 125.66
	Senior Analyst (Cost)	\$ 108.53	\$ 125.66
	Analyst Mid-Level (Training)	\$ 62.91	\$ 72.84
	Analyst Mid-Level (Management)	\$ 62.91	\$ 72.84
	Analyst Mid-Level (Business Practices)	\$ 62.91	\$ 72.84
	Analyst Mid-Level (Cost)	\$ 62.91	\$ 72.84
	Associate Analyst (Training)	\$ 43.29	\$ 50.13
	Associate Analyst (Management)	\$ 43.29	\$ 50.13
	Associate Analyst (Business Practices)	\$ 43.29	\$ 50.13
	Associate Analyst (Cost)	\$ 43.29	\$ 50.13
	Junior Analyst (Training)	\$ 38.55	\$ 44.63
	Junior Analyst (Management)	\$ 38.55	\$ 44.63
	Junior Analyst (Business Practices)	\$ 38.55	\$ 44.63
	Junior Analyst (Cost)	\$ 38.55	\$ 44.63
	Senior Administrative Assistant	\$ 62.86	\$ 72.79
	Junior Administrative Assistant	\$ 49.96	\$ 57.85

MOBIS SIN	Skill Category	Price Offered to the Government	
		Labor Rates (Loaded) On Site/Off Site	
874-1, 874-2, 874-7		Inclusive of .75 IFF	
December 8, 2012 - December 7, 2013	Lead Program Manager	\$ 196.03	\$ 226.99
	Senior Program Manager	\$ 194.81	\$ 225.57
	Program Manager (Mid-Level)	\$ 134.77	\$ 156.05
	Senior Project Manager	\$ 134.77	\$ 156.05
	Project Manager/Task Leader	\$ 93.12	\$ 107.82
	Lead Analyst/Senior Associate (Training)	\$ 140.16	\$ 162.30
	Lead Analyst/Senior Associate (Management)	\$ 140.16	\$ 162.30
	Lead Analyst/Senior Associate (Business Practices)	\$ 140.16	\$ 162.30
	Lead Analyst/Senior Associate (Cost)	\$ 140.16	\$ 162.30
	Senior Analyst (Training)	\$ 112.11	\$ 129.81
	Senior Analyst (Management)	\$ 112.11	\$ 129.81
	Senior Analyst (Business Practices)	\$ 112.11	\$ 129.81
	Senior Analyst (Cost)	\$ 112.11	\$ 129.81
	Analyst Mid-Level (Training)	\$ 64.99	\$ 75.25
	Analyst Mid-Level (Management)	\$ 64.99	\$ 75.25
	Analyst Mid-Level (Business Practices)	\$ 64.99	\$ 75.25
	Analyst Mid-Level (Cost)	\$ 64.99	\$ 75.25
	Associate Analyst (Training)	\$ 44.72	\$ 51.78
	Associate Analyst (Management)	\$ 44.72	\$ 51.78
	Associate Analyst (Business Practices)	\$ 44.72	\$ 51.78
	Associate Analyst (Cost)	\$ 44.72	\$ 51.78
	Junior Analyst (Training)	\$ 39.82	\$ 46.11
	Junior Analyst (Management)	\$ 39.82	\$ 46.11
	Junior Analyst (Business Practices)	\$ 39.82	\$ 46.11
	Junior Analyst (Cost)	\$ 39.82	\$ 46.11
	Senior Administrative Assistant	\$ 64.94	\$ 75.19
	Junior Administrative Assistant	\$ 51.61	\$ 59.75



MOBIS SIN	Skill Category	Price Offered to the Government	
		Labor Rates (Loaded) On Site/Off Site	
874-1, 874-2, 874-7		Inclusive of .75 IFF	
December 8, 2013 - December 7, 2014	Lead Program Manager	\$ 202.50	\$ 234.48
	Senior Program Manager	\$ 201.24	\$ 233.01
	Program Manager (Mid-Level)	\$ 139.22	\$ 161.20
	Senior Project Manager	\$ 139.22	\$ 161.20
	Project Manager/Task Leader	\$ 96.19	\$ 111.38
	Lead Analyst/Senior Associate (Training)	\$ 144.79	\$ 167.65
	Lead Analyst/Senior Associate (Management)	\$ 144.79	\$ 167.65
	Lead Analyst/Senior Associate (Business Practices)	\$ 144.79	\$ 167.65
	Lead Analyst/Senior Associate (Cost)	\$ 144.79	\$ 167.65
	Senior Analyst (Training)	\$ 115.81	\$ 134.09
	Senior Analyst (Management)	\$ 115.81	\$ 134.09
	Senior Analyst (Business Practices)	\$ 115.81	\$ 134.09
	Senior Analyst (Cost)	\$ 115.81	\$ 134.09
	Analyst Mid-Level (Training)	\$ 67.13	\$ 77.73
	Analyst Mid-Level (Management)	\$ 67.13	\$ 77.73
	Analyst Mid-Level (Business Practices)	\$ 67.13	\$ 77.73
	Analyst Mid-Level (Cost)	\$ 67.13	\$ 77.73
	Associate Analyst (Training)	\$ 46.20	\$ 53.49
	Associate Analyst (Management)	\$ 46.20	\$ 53.49
	Associate Analyst (Business Practices)	\$ 46.20	\$ 53.49
	Associate Analyst (Cost)	\$ 46.20	\$ 53.49
	Junior Analyst (Training)	\$ 41.13	\$ 47.63
	Junior Analyst (Management)	\$ 41.13	\$ 47.63
	Junior Analyst (Business Practices)	\$ 41.13	\$ 47.63
	Junior Analyst (Cost)	\$ 41.13	\$ 47.63
	Senior Administrative Assistant	\$ 67.08	\$ 77.67
	Junior Administrative Assistant	\$ 53.31	\$ 61.73

BPA Master Dollar Limit: \$42,000,000.00

BPA Call Limit: \$6,000,000.00

Period of Performance: 20-Apr-2007 to 19-Apr-2012

FSC Codes:

R499

## Section C - Descriptions and Specifications

### PWS

#### **BPA PERFORMANCE WORK STATEMENT MISSION SUPPORT SERVICES (MSS)**

**1. Introduction:** This Statement of Work (SOW) provides for a broad range of commercial, non-personal professional and executive-level administrative support services to Washington Headquarters Services (WHS), Office of the Secretary of Defense (OSD) and, potentially, other Department of Defense (DoD) offices. The objective of this contract action is to acquire, through award of an Indefinite Deliver-Indefinite Quantity (IDIQ) task order contract, professional and executive-level administrative support services, primarily for the Office of Under Secretary of Defense, Acquisition Technology and Logistics (OUSD(AT&L)), Director, Acquisition Resources and Analysis (ARA), Deputy Under Secretary of Defense for International Technology Security, Deputy Under Secretary of Defense for Industrial Policy, Deputy Under Secretary of Defense for Business Transformation, Director, Defense Business Transformation Agency (DUST(BT)/BTA)), Director Defense Procurement and Acquisition Policy (DPAP), Director, Small Business Programs (SBP), Director, Joint Rapid Acquisition Cell (JRAC), Director for Administration, Deputy Director, Naval Warfare/Defense Systems, and the OUSD (AT&L) Conference Facility.

**2. Background:** Under the authority, direction and control of the Secretary of Defense (SECDEF), the Under Secretary of Defense (AT&L) is the principal staff assistant and advisor to the SECDEF and Deputy Secretary of Defense (DEPSECDEF), for all matters relating to the DoD Acquisition System; research and development; advanced technology; development test and evaluation; production; logistics; installation management; military construction, defense procurement, acquisition policy, environmental and nuclear security, chemical and biological matters; as well as small and disadvantaged business management and Federally Funded Research and Development Center Program oversight. Support obtained through this contracting action will be provided primarily to the aforementioned offices, but other OSD and DoD offices may, on an exception basis, order services against this contract.

**3. Scope:** The contractor shall provide all personnel, equipment, tools, materials, supervision and other items and non-personal services necessary to provide mission support, technical, analytical/management expertise and administrative support to the offices described above.

**4. Objectives:** This contract will provide the full range of contract management support for the OUSD (AT&L). This effort will include staff support to perform program management, acquisition, and budget management, ancillary technical, analytical and information technology (IT)/office automation, security program support, personnel action and other administrative mission support-related duties. Further, the contractor may assist in the tracking, maintenance, analysis and reconciliation of financial information; collecting, analyzing and managing program information, developing strategies and action plans; maintaining internet, intranet and extranet web-sites and portals; maintaining database records; assist in the development of multi-media projects; and provide response to public requests. In addition, corporate-level support requirements include resource and contract management, external customer support, information technology management support, administration, executive conferencing facility support, joint rapid acquisition support, business transformation and defense systems.

#### **5. General Information:**

**a. Quality Control (QC):** The contractor shall develop and maintain an effective Quality control program to ensure services are performed in accordance with the Performance Work Statement (PWS) and Task Order Work Statement (TWS). 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 it assures itself that its work complies with the requirement(s) of the BPAs and each individual task order.

**b. Quality Assurance:** The government shall evaluate the contractor's performance under this

BPA in accordance with the Performance Requirement Summary (PRS), Technical Exhibit 1. The attached Quality Assurance Surveillance Plan (QASP), Technical Exhibit 4, will be used by the COR and appointed task managers to perform and record contractor performance. A tailored PRS for each task order will be established using some or all of the performance requirements in Technical Exhibit 1, as applicable.

**c. Hours of Operation/Place of Performance:** Contractor personnel are expected to conform to normal operating hours. The normal duty hours are 0830 through 1700 hours, Monday through Friday, except Federal holidays, or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Alternate Work Schedule (AWS) may be made available to the Contractor dependent on the requirements and policies of the respective office supported. 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.

**d. Recognized Holidays:** The contractor is not required to provide services on the following days:

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

**e. Security Requirements:** Contractor personnel, at a minimum, must possess a SECRET clearance. Contractor personnel working on sensitive compartmented information (SCI) must have a TOP SECRET clearance with access to SCI. Contractors may be issued courier card(s) for the purpose of delivering documents/media to the federally controlled buildings within the National Capital Region (NCR).

**f. Identification of Contractor Employees:** All contractor personnel performing work under this contract shall conspicuously display on their person a contractor furnished photo identification badge while on duty, as well as a government issued photo identification badge or badges as appropriate. Badges shall display, at a minimum, the employee's full name and the legal name under which the Contractor is doing business. Contractor personnel shall wear their badges while attending meetings and will identify themselves as contractor employees, stating their name and their company's name.

**g. Privacy Act:** Contractor personnel may have access to information subject to the Privacy Act in the performance of this task. All assigned employees shall comply with all the requirements of the Privacy Act. Contractor is responsible for providing all its personnel working on this contract Privacy Act training. Certificates of training shall be sent to the Contracting Officer Representative (COR) upon completion of training.

**h. Organizational Conflict of Interest & Non-disclosure Statements:** All Contractor personnel are required to complete and sign organizational conflict of interest and non-disclosure statements as a part of processing in to AT&L. Contractor will provide a copy of all signed statements to the COR, who will forward them to the AT&L Security Manager at the time the employee enters on to duty.

**i. Key Personnel:** The contractor shall designate a working-level on-site Program Manager who, in addition to performing routine, daily duties at the task order level, shall be responsible for the oversight, assignment, attendance and performance of contractor personnel, as well as any other

appropriate supervision tasks at both the task order level and the overall Basic Purchasing Agreement. The name of this person and an alternate, who shall act for the contractor when the manager is absent, shall be designated in writing to the Contracting Officer (CO) and the COR in the offeror's proposal. The Program Manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contractor's proposal shall describe the authority vested in this person, as well as the methods whereby the Program Manager intends to manage contractor employees, assignments and quality of work, and how the Program Manager will communicate with his firm, the COR, and/or assigned Government task managers. The Program Manager shall track and record time and attendance for all personnel working under this contract, consistent with his firm's time, attendance and accounting practices. Progress meetings between the Program Manager and Government officials, such as the COR, Task Managers and the Contracting Officer, shall be held monthly and should not exceed two (2) hours in duration.

**j. Post Award Conference/ Periodic Progress Meetings:** Post Award Conference/Monthly Progress Meetings: The contractor (Program Manager and/or his alternate) shall attend any post award conference convened by the Contracting Officer in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer or Contracting Officer's Representative (COR), and other Government personnel as appropriate, will meet monthly with the contractor to review progress on any active Task Orders. The agenda for these meetings will include contractor activities for the prior month, scheduled contractor activities for the current and next month, problems encountered or anticipated and actions taken or recommendations for their resolution. At these meetings the Government will apprise the contractor of how the government views the contractor's performance. The Contracting Officer will take appropriate action to resolve outstanding issues.

## **6. Definitions & Acronyms:**

Contracting Officer (CO): Only representative authorized to legally bind the government, enter into contractual commitments, modify or change a contract, authorize certain activities, and obligate or de-obligate funds under a contract.

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

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

Quality Control: Those actions taken by a contractor to control the performance of services so that Contractor meet the requirements of the Statement of Work.

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

OUSDAI&L: Office of Under Secretary of Defense, Acquisition, Technology & Logistics

## **7. Government Furnished Property, Equipment, and Services:**

**GENERAL:** The government shall provide the following facilities, equipment, materials and/or services support:

i. **Services:** The government will provide janitorial services and all maintenance for the equipment and computers.

ii. Equipment and Supplies: The government shall furnish office furniture, telephone, fax, computer equipment and Internet backbone access for contractor employees at the Government Site. The contractor shall be the hand receipt holder for all assigned Government equipment in use by the contractor.

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

iv. Facilities: The Government will furnish the necessary office space for the contractor staff to provide the support outlined in this SOW.

## **8. Contractor Furnished Items and Services:**

i. GENERAL: Except for those items specifically stated to be government furnished in Part (3), the contractor shall furnish everything required to perform the efforts described in this Statement of Work.

## **9. Specific Tasks**

### **9.1 Basic Services:**

The contractor shall provide technical, analytical/management expertise, mission and administrative support to OUSD(AT&L), Director, Acquisition Resources and Analysis (ARA), Deputy Under Secretary of Defense for International Technology Security, Deputy Under Secretary of Defense for Industrial Policy, Deputy Under Secretary of Defense for Business Transformation / Director, Defense Business Transformation Agency (DUSD(BT))/BTA), Director, Defense Procurement and Acquisition Policy, Director, DoD Small Business Program (SBP), Director, Joint Rapid Acquisition Cell (JRAC), Director for Administration, Deputy Director, Naval Warfare/Defense Systems, OUSD(AT&L) Executive Conference Facility, and any other secretariats within the Office of the Secretary of Defense, as determined by the Contracting Officer, with the below services that may vary depending on the office supported. Duties include but are not limited to:

#### **9.1.1 Acquisition, Financial Management & Budgeting Support:**

9.1.1.1 Providing specialized technical and analytical/program management support to the OSD Studies & Federally Funded Research and Development Center (FFRDC) Programs Office, which requires a thorough working knowledge of the OSD organization and its relationships, executive protocol, computer programming and networks, contracting processes, financial processes, acquisition regulations in the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS), large spreadsheet and database creation and maintenance, congressional publications and budget processes and exhibits.

9.1.1.2 Collecting, analyzing and managing program information necessary for the effective acquisition management of defense systems; monitoring and evaluating assigned major defense acquisition programs and providing analysis in support of senior-level acquisition forums, to include Defense Acquisition Board meetings, Defense Acquisition Executive Summary meetings and Overarching Integrated Product Team meetings; developing and/or evaluating relevant acquisition documents, such as acquisition decision memorandums, acquisition program baselines and acquisition strategy reports, and coordinate the documents with the OSD staff, the Military Departments, the Joint Staff, defense agencies, etc; identifying potential problems and recommending solutions to the USD(AT&L) and senior OSD management.

9.1.1.3 Representing the Acquisition Resources and Analysis Directorate on cross-functional teams established to review common interest issues on matters regarding major systems acquisition policy, procedures and decisions; devising and developing principles, procedures, methods and systems designed to provide cost, schedule and technical performance data on individual weapons systems for all agencies of the DoD; serving as a subject matter expert for major systems acquisition policy; reviewing, developing, revising and recommending information for

inclusion in policy and guidance documents; assessing programmatic and budget alternatives in support of the Planning, Programming, Budgeting and Execution process; interfacing with the requirements community and assess alternatives developed by the requirements generation systems; supporting the management and administration of various DoD acquisition reporting systems; representing DoD at meetings, symposiums, seminars, workshops and conferences; preparing briefings and giving speeches or talking points on assigned subjects; making presentations in support of the organization's mission and responsibilities; researching and investigating new or improved business and management practices for applicability to DoD programs and operations; and analyzing new or proposed legislation to determine impacts on existing regulations on defense acquisition programs.

9.1.1.4 Providing technical and analytical support for all aspects of the Planning Programming Budgeting Execution System (PPBES) cycle at Corporate DoD level and higher for DoD weapon systems acquisition programs; assuring the PPBES Library is accurate and updated and contains needed templates/tools for reports that serve the unique requirements of the Direct AT&L programs; assisting in the preparation, analysis and defense of Program Objective Memorandum (POM), Budget Review Submission (BES) and the President's Budget (PB) program and budget reviews and funds execution documents.

9.1.1.5 Analyzing cost, schedule and performance characteristics of acquisition programs for which OUSD(AT&L) has an interest and reporting findings to government personnel; acting as an action officer for coordination of program reviews where there is an OSD-level oversight role or interest; scheduling briefings, preparing Microsoft Power Point and backup briefing materials in support of key decision events and data input into OUSD(AT&L) acquisition databases, such as Consolidated Acquisition Reporting System (CARS), suspense tracking and coordination of action items related to key decision events in the acquisition process; assisting in the design and development of web-based applications that support mission-related functions (e.g., Integrated Project Team (IPT), Defense Acquisition Board (DAB), Defense Acquisition Executive (DAE) Reviews, etc.).

9.1.1.6 Assisting in developing strategies and action plans to implement standard property and equipment reporting requirements; acting as an action officer for the analysis and reporting of property and equipment; analyzing contractor inventory data to determine accuracy and total dollar values of property and equipment categories for Government approval; reporting results and developing recommendations for improving data accuracy, reporting requirements and property management system improvements.

9.1.1.7 Providing technical and analytical resources management support at a functional level for OUSD(AT&L/ARA/Resource Analysis) and other organizations within the Acquisition Resources Analysis Directorate.

9.1.1.8 Participating in the continuous development of a military equipment valuation baseline that meets the requirements of the Statement of Federal Financial Accounting Standards (SFFAS) Number 23 and the creation of a follow-on methodology that implements SFFAS Number 6; assisting in writing and implementing policy documents, providing valuation metrics and assisting in the preparation of documentation for systems development; assisting in the certification of documentation to support Investment Review Board deliberations, milestone and program review documentation and programming and budget documentation.

9.1.1.9 Analyzing and reconciling Operations & Maintenance (O&M) and Research, Development, Test & Evaluation (RDT&E) budget and expenditure records for the OSD Research & Studies Program, and providing periodic reports on findings to management; identifying inconsistencies between projected requirements and contracted line items; preparing weekly execution reports of customer accounts and all appropriation accounts managed; working with Government action officers in both the financial and program management areas to resolve discrepancies.

9.1.1.10 Assisting in preparation of the President's Budget for the O&M and RDT&E appropriations; giving program requirements narratives in support of budget and budget review processes; assisting in preparation and defense of allocations to the OSD Studies Program's claimant customers; assisting in collecting, vetting and ranking requests for the OSD Studies and Cross-Cutting funds, ensuring their swift execution when approved by requisite authority.



9.1.1.11 Assisting in preparation of the President's Budget for each appropriation, by ing narratives of program requirements for use in formal budget exhibits and justifications; assisting functional analysts in mid-year execution review; initiating the coordination process for funding withholds, reprogramming actions and congressional correspondence in the automated funds execution system; assisting functional analysts in funding allocations, tracking of congressional adjustments and providing corporate responses to the DoD Comptroller.

9.1.1.12 Operating and providing input into the development of Resource Analysis (RA) automated business applications: (1) Direct Budget System (DBS) and (2) Executive Budget System (EIS) to provide near real time management decision support for OUSD(AT&L) staff; acting as a liaison between RA and the AT&L support staff for the DBS and EIS systems (this requires providing specialized technical and analytical support to OUSD(AT&L) programs); assisting in coordinating, collecting and vetting information throughout OUSD(AT&L); participating in and training support staff on obligation planning and reporting processes, posting transactions and maintaining an audit trail for appropriated funds; assisting program managers in funds management and reconciliation of program accounts with executive managers; analyzing funds execution data and expenditure data for all OUSD(AT&L) programs and reconciling discrepancies with the WHS accounting system and providing periodic reports on findings to appropriate AT&L support staff.

9.1.1.13 Providing financial management support as needed to serve the AT&L staff regarding the AT&L direct budget: planning, tracking and verifying the execution of AT&L's Direct Budget that consists of O&M, RDT&F and Procurement (PROC) appropriations; analyzing expenditures against appropriation accounts to assist in justification for future year funding; performing accounts reconciliation with WHS budget execution records and providing periodic reports on findings to management.

9.1.1.14 Researching, analyzing and compiling materials for hearing preparation for the Under Secretary of Defense for AT&L; being responsible for developing hearing testimony outline(s), ing testimony and coordinating across AT&L staff; building hearing preparation "prep" book; consolidating hearing prep questions and answers; assessing "most important topics" for senior leadership review and summarizing hearing commitments; preparing ECS Read Ahead inputs for Major Defense Acquisition Program reviews conducted at the Department of Defense (DoD) executive level; researching and analyzing Congressional language, reviewing inquiries from the Government Accountability Office (GAO) and other relevant documents for pertinent program information for the Read Ahead; assisting in leading AT&L's Congressional appeals efforts for the Authorization and Appropriations marks in preparation for the annual "Conference" and consolidates critical funding marks affecting AT&L; assisting in leading comparable efforts for AT&L positions on congressional floor revisions and marks for conference; serving

as an alternate for AT&L legislative proposal programs, assisting with coordinating congressional initiatives and interfaces with the Office of Legislative Counsel during the OSD proposal review process.

9.1.1.15 Facilitating AT&L's congressional process involving the identification, organization and retrieval of clearing statements, transcripts, Questions for the Record (QFRs), Information for the Record (IFRs) and appeals information; reconciling discrepancies with Comptroller and Legislative Affairs counterparts, as well as orchestrating and tasking AT&L-wide responses to transcript edits, QFRs and IFRs for multiple hearings; consolidating and prepare action memoranda to obtain OUSD(AT&L) approval prior to submission to Congress; assisting in the AT&L clearing statement process in conjunction with the Office of Freedom of Information and Security Review (OFISR) and the Office of Legislative Counsel (OLC); coordinating, reviewing and finalizing AT&L input on Congressional View Requests, the agency's bills and submitting the bill to OLC; orchestrating actions and maintaining database records of each clearance action and AT&L response; conducting searches by topic, issue, sponsor, or major DoD and or OUSD(AT&L) congressional initiative; providing office automation, data administration, presentation preparation and administrative support to the ARA External Customer Support (ECS).

9.1.1.16 Responding to quick reaction research analysis requirements that arise from congressional questions and from SECDEF, DoD Comptroller, Federally Funded Research and Development Center (FFRDC) management and

other executive levels within OSD, including OUSD (AT&L) executives and program managers; compiling data about program plans, contract actions and funds expenditures for budget and execution reports.

#### 9.1.2. Information Technology (IT), Multi-Media and Graphics Support:

9.1.2.1 Designing and maintaining an overarching organizational OUSD(AT&L), ARA internet, intranet and extranet web-sites and portals that provide general information on mission, programs, responsibilities, and personnel within this office; designing and maintaining ARA External Customer Support (ECS) for internet, intranet, and extranet web-sites and portals for functions and procedures, policies and procedures, and items of special interest; interfacing with the Electronic Business offices in AT&L for all issues surrounding ARA/ External Customer Support ECS databases and access requirements; being the first line provider of customer support services for ECS portal projects; designing and developing web-based applications that support mission-related functions (e.g., Inspector General (IG)/Government Accountability Office (GAO), Congressional Reports, Legislative Proposals, Congressional Hearings, Ready Book, Appeals, etc.); troubleshooting and diagnosing the various anomalies experienced by customers in assigned areas using Lotus Notes and web-based applications, such as the congressional and GAO/IG applications; providing assessments of ARA/ECS functional elements for potential transition to web-based applications to support mission functions; preparing and presenting Microsoft Power Point and backup briefing materials to OUSD(AT&L) staff members related to ECS processes (e.g., Web tools and database functions, etc.).

9.1.2.2 Inputting information into databases, perform suspense tracking and coordinating action items; troubleshooting and diagnosing discrepancies within applicable suspense tracking and coordination programs; independently researching, analyzing, and compiling information to prepare reports, handle complaints, and resolve problems; providing office automation, data administration, presentation, preparation, and administrative support; preparing for Government approval, requests for contractor and permanent employee building passes and site visit authorizations; when requested, shall acting as a liaison representing the office with external customers.

9.1.2.3 Contractor will assist in the management of the IT budget and with contracts as appropriate. Contractor shall analyze prior year budget execution information for equipment and software purchases, bench stock, maintenance renewals and provide forecast information for future year's budget requirements. Contractor shall initiate purchase requests for equipment and software in the automated purchase request routing systems such as the SD562 and SD419 database systems as directed by the government. Contractor shall coordinate purchasing information with members of the technical support staff to ensure required equipment specifications and parts are accurate. Contractor shall monitor equipment and software purchases through the acquisition process, tracking status and reporting delivery to the warehouse. Contractor shall assist with documentation and license renewal. Contractor shall assist in the creation and distribution of anti-virus software. Contractor shall assist IT management in computer scans and patching computers.

9.1.2.4 Providing office automation, data administration, presentation, and administrative support for the OUSD(AT&L) Executive Conference Facility (ECF). This facility supports multi-media, live close captioning, audio-visual briefings, presentations, and conferences.

9.1.2.5 Conferring with and advising clients on graphic design and multi-media projects; creating design concepts and making recommendations to ECF clients; determining format, art work, photography, paper type, colors, typeface, typesetting specifications, ink selections, size and finish; estimating project costs and production times; creating illustrations, digital output, line drawings, sketches and related art work; performing digital imposition; coordinating printing; utilizing desktop publishing equipment in developing graphics; and may provide training and work direction within the scope of these tasks.

9.1.2.6 Consulting with ECF clients to determine composition of material needs; advising clients on design, completion time and production methods to meet technical requirements of desired product; identifying formats, artwork, photography, paper type, colors, ink selections, typeface, size, and finish in consultation with clients; creating design concepts and producing or editing layouts, illustrations and other electronic media; creating headings, graphics, and text via computer; producing color separations; scans, logos, half-tones and base art into the computer; researching, recommending and incorporating new software and hardware and training staff and customers in their use; may also be required to monitor associated costs.

9.1.2.7 Performing videography responsibilities to include operating professional portable videotape equipment and EFP equipment; positioning and focusing video cameras to determine appropriate shots of persons and objects; operating sound recording equipment; visualizing how production fits into overall program; and may operate portable lighting equipment or provide work direction to other staff.

9.1.2.8 Working with the producer to determine content and format of videotape productions; duplicating and inserting program segments on master tape; operating non-linear editing equipment such as time-base corrector, switcher, character generator, audio board, and video switcher; and performing other editing functions as appropriate.

9.1.2.9 Working with the director, producer, set up props, checking microphones, determining lighting needs, and camera placement; may produce and direct a program and arrange for guests; may also be required to prepare various production forms when producing and directing a program concerning copyrights, cue sheets, facilities, and art requests.

9.1.2.10 Ensuring camera equipment is signed out, accounted for, and returned in a timely manner.

9.1.2.11 Serving as system administrator, technical liaison and trainer for two Electronic Business systems (1) OSD Studies Program Proposal Database, (2) OSD Request for Services Database (419 system), using expert knowledge of the above systems and interfaces (contractor must demonstrate understanding all of these options, requirements and procedures); This requires a thorough working knowledge of business practices within the OSD and Washington Headquarters Services (WHS), as well as advanced competency in Hypertext Markup Language (HTML), Local Area Network (LAN) and servers in general and the OSD and AT&L network environments in particular, especially for controlled-access secure systems.

9.1.2.12 Applying a thorough working knowledge of Oracle, JavaScript, Lotus Notes & Domino, and Microsoft products in the design, development, programming, system administrator training, and help desk support for these two Electronic Business systems; troubleshooting and diagnose technical Information Technology (IT) irregularities, interact with programmers and network administrators, test system patches and new design modules, train new users and address customer service needs.

9.1.2.13 Maintaining an organizational OUSD (AT&L) intranet web-site that displays general information on mission, programs, responsibilities, and personnel, OSD Studies Program functions and procedures, Federally Funded Research and Development Center (FFRDC) policies and procedures, and items of special interest (Contractor shall be the first line provider of customer support services for Federally Funded Research and Development Center (FFRDC) programs and processes, to include Electronic Business systems program administration, budget, finance and accounting, contracting, automation systems interfaces, as well as other procedures of both current and evolving re-engineered acquisition processes within the OSD, OUSD (AT&L), Washington Headquarters Services Acquisition & Procurement Office (WHS A&PO), Defense Contracting Command-Washington (DCC-W), and other contracting organizations as required).

9.1.2.14 Providing office automation, data administration, presentation, preparation, and related administrative support; assisting in the design and development of business applications in support of organizational mission; preparing Microsoft Power Point and backup briefing materials in support of key decision events, data input into organization, suspense tracking and coordination of action items related to key decision events across the Directorate.

9.1.2.15 Conducting analysis on existing equipment and computer account databases to provide management with reports on equipment quantities and types and personnel and computer account status; providing administrative and technical support in the area of Continuity of Operations; conducting web searches by topic, issue, sponsor, or major OUSD(AT&L) initiative

9.1.2.16 Analyzing the Information Technology Management (ITM) Director's operation and maintenance (O&M) and Procurement (PROC) expenditure records and reconciling with WHS budget execution records and providing periodic reports on findings; reconciling appropriation accounts with appropriate executive managers.

#### 9.1.3 Administrative & Management Support:

9.1.3.1 Contractor shall work with the government to correct discrepancies; supporting action officers across a wide-spectrum of administration, budget, accounting and finance, contracting, and automation systems interfaces; monitoring suspense dates for contract and maintenance renewals, advising the government on upcoming due dates; performing office manager duties, as well as tracking office projects and monitoring the Remedy Ticket queue.

9.1.3.2 Composing correspondence, memoranda requiring independent judgment as to content; compiling and analyzing information from a variety of sources to prepare reports, ensuring correspondence accuracy, format, spelling, and grammar; assembling enclosures, attachments, and other reference documentation before submission of the correspondence package to senior level decision makers for concurrence, approval and signature; routing correspondence in accordance with approved distribution codes or other designated routing lists; making minor corrections to incoming and outgoing correspondence, recommending format and content changes and, if necessary, return to originator for corrections; maintaining all correspondence control systems to reflect current task status at all times; preparing internal office correspondence and develop read-ahead material when required; assisting in the control and accountability of classified documents stored within the office; ensuring special handling of correspondence which may require expediting (i.e., letters addressed to the White House, Secretary of Defense, Deputy Secretary of Defense, Department of Justice, Federal Trade Commission and Congress); maintaining office and executive calendars, including but not limited to scheduling of appointments, meetings, travel, speeches, conferences, Congressional testimony, and media appearances. Contractor must be familiar with the Microsoft Office Suite and other traditional office software applications described throughout this Statement of Work.

9.1.3.3 Augmenting and supporting the OUSD(AT&L) Directorate for Administration in the performance of its mission. Assignments may include but are not limited to performing security program support, personnel support in actions involving military, civilians, detainees, contractors, consultants, and the senior executive service personnel program, fiscal management support, facilities management support, personnel database information input and coordination, manpower authorization and allocation program support, training program support, correspondence management and control support, defense travel system coordination and support, military and civilian awards program support, policy and directives program coordination support, as well as mail distribution.

9.1.3.4 Providing customer service to OUSD(AT&L) customers by telephone and in person: providing pickups, phoning and faxing assignments, scanning, deliveries and closures associated with OSD and non-OSD suspense documents and coordination packages; providing document preparation and addressing of envelopes to distribute or mail correspondence signed by OUSD or designee, and preparing for forwarding to Correspondence Control Directorate (CCD) with SECDEF and DEPSECDEF signature packages.

9.1.3.5 Providing response to public requests or calls for information and assistance to AT&L clients and staff members; compiling and verifying data for project reports, and assisting in document preparation and scanning, data entry and verification and legacy data conversion.

9.1.3.6 Printing necessary forms, forwarding to the OUSD Front Office for review and signature, and delivering signed to the CCD; returning to the CCD completed OSD document suspense packages requiring SECDEF or DEPSECDEF signature; processing and returning to Action Officers packages returned from CCD; initiating assignment of Freedom of Information Act (FOIA) and security review cases to AT&L components; providing weekly reports of due and overdue OSD suspense actions.

9.1.3.7 Coordinating with other OSD support offices and performing customer liaison functions to ensure needed office support is provided: updating Information Technology point of contact and Terminal Area Security Officer (TASO) rosters, providing written and verbal communication to customers, and assisting in requirement gathering.

9.1.3.8 Coordinating travel, submitting and preparing requisite pre and post travel documents for office staff; tracking and verifying the availability of funds, as may be appropriate, for travel; processing requests for travel arrangements, accommodations, and reimbursement of expenses, both manually and through the Defense Travel System; reviewing and processing requests for Common Access Cards (CAC); providing assistance and support in

the area of space and services, to include assisting in coordinating movement of offices and requests for repairs, furniture, and equipment directives; managing, assigning and monitoring of suspense actions.

9.1.3.9 Conducting and managing In and Out Processing for all ITM staff; including updating contact rosters, requesting computer accounts, security paperwork for badges, CAC, and any other necessary or appropriate paperwork.

9.1.3.10 Coordinating meetings, preparing office correspondence, conference schedules, and developing read-ahead materials regarding property and equipment inventory results and/or status.

9.1.3.11 Supporting outreach and communication efforts in support of the organization's mission, goals, and objectives. In support of outreach and communication efforts, Contractor may be required to travel to various locations within the continental United States (CONUS) and outside the continental United States (OCONUS).

9.1.3.12 Assisting the Government in exercising functional responsibilities and authorities for development of organizational policy; augmenting and supporting the offices of Director, Defense Procurement and Acquisition Policy (DPAP) and Deputy Under Secretary of Defense, Business Transformation (DUSD BT) in the performance of its mission; performing security program support, personnel actions involving military, civilians, detailees, contractors, consultants, and the senior executive service personnel program, fiscal management support, facilities management support, personnel database information input and coordination, manpower authorization and allocation program support, training program support, correspondence management and control support, defense travel system coordination and support, military and civilian awards program support, policy and directives program coordination support and mail distribution.

9.1.3.13 Providing pickups, phoning and faxing assignments, scanning, deliveries and closures associated with OSD and non-OSD suspense documents and coordination packages (coming from outside of AT&L). Contractor shall provide document preparation and addressing of envelopes to distribute or mail correspondence signed by USD, and prepare for forwarding to CCD with Secretary of Defense (SECDEF) and Deputy Secretary of Defense (DEPSECDEF) signature packages.

9.1.3.14 Providing response to public requests or calls for information and assistance to AT&L clients and staff members; compiling and verifying data for project reports, and assisting in document preparation and scanning, data entry and verification and legacy data conversion; sorting and distributing mail (to include operation of motorized carts and daily lifting of mail tubs, weighing up to 25-lbs).

9.1.3.15 Providing general office administrative duties to include forms management, equipment accountability, and maintaining office supplies; tracking office projects to ensure timely completion; assisting in the preparation of office personnel time cards, development of master work schedules for office staff, and acting as a backup for coordinating meetings and developing conference agendas.





Section G - Contract Administration Data

CONTRACT ADMIN

## Scope

The purpose of this BPA is to provide for a broad range of commercial, non-personal professional and executive-level administrative support services to Washington Headquarters Services (WHS), Office of the Secretary of Defense (OSD) and, potentially, other Department of Defense (DoD) offices. The objective of this contract action is to acquire, through award of an Indefinite Deliver-Indefinite Quantity (IDIQ) task order contract, professional and executive-level administrative support services, primarily for the Office of Under Secretary of Defense, Acquisition Technology and Logistics (OUSD(AT&L)), Director, Acquisition Resources and Analysis (ARA), Deputy Under Secretary of Defense for International Technology Security, Deputy Under Secretary of Defense for Industrial Policy, Deputy Under Secretary of Defense for Business Transformation, Director, Defense Business Transformation Agency (DUST(BT)BTA)), Director Defense Procurement and Acquisition Policy (DPAP), Director, Small Business Programs (SBP), Director, Joint Rapid Acquisition Cell (JRAC), Director for Administration, Deputy Director, Naval Warfare/Defense Systems, and the OUSD (AT&L) Conference Facility.

## BPA Structure

The Washington Headquarters Services, Acquisition & Procurement Office intends to establish a single award BPA with an eligible vendor who can best satisfy the evaluation factors described in this RFP. Orders against the BPA will be on a firm fixed price basis with the potential to include time and materials and surge Contract Line Item Numbers (CLINs) for travel, other less predictable requirements, and surge.

The BPA expires after seven (7) years, or at the end of the FSS contract period, whichever is earlier. The BPA will be for a base year and six (6) one-year options. The Government may extend the terms of this BPA 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 30 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 Period:	\$6,000,000.00	20 Apr 2007 to 19 Apr 2008
Option Period 1:	\$6,000,000.00	20 Apr 2008 to 19 Apr 2009
Option Period 2:	\$6,000,000.00	20 Apr 2009 to 19 Apr 2010
Option Period 3:	\$6,000,000.00	20 Apr 2010 to 19 Apr 2011
Option Period 4:	\$6,000,000.00	20 Apr 2011 to 19 Apr 2012
Option Period 5:	\$6,000,000.00	20 Apr 2012 to 19 Apr 2013
Option Period 6:	\$6,000,000.00	20 Apr 2013 to 19 Apr 2014

\* If the entire capacity is used for any give reason, the Government reserves the right to exercise the option period early.

The total duration of this BPA, including the exercise of options under this clause, shall not exceed the GSA FSS period of performance. The dollar limit of the BPA is \$42,000,000.00.

The BPA shall be reviewed annually before the anniversary of its effective date and revised as necessary. The BPA may be discounted by either party upon thirty 30 days written notice.

## Ordering

Orders will be placed by the Washington Headquarters Services Acquisition & Procurement Office. The ordering Contracting Officer shall ensure compliance with all rules and regulations. Orders shall be received and accepted via hardcopy, facsimile, or email.

When a task order is required, the Contracting Officer will issue a request for proposal from the Contractor. The Contractor shall then submit a proposal to the Contracting Officer, and the Contracting Officer will either accept the Contractor's proposal and issue the task order, or negotiate with the Contractor. If negotiations are entered into, the order will be issued to reflect the negotiated and agreed to price for the task order. 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.

#### 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 this BPA.

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

### **BPA ADMINISTRATION**

#### **1. CONTRACTING OFFICER'S REPRESENTATIVE(COR)**

(a) The COR will be identified for each 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. TRAVEL**

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

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

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

## **3. CONTRACTOR INFORMATION**

### **CONTRACTOR ADDRESS and POC**

Name: BAI, Inc  
Address: 46000 Duke Street, Suite 303  
Alexandria, VA 22304  
Phone: 703-461-8454  
Fax: 703-461-4719  
Email: [john.hardenbergh@bai-inc.net](mailto:john.hardenbergh@bai-inc.net)

### **FINANCIAL INFORMATION**

Banking Institution: Cardinal Bank  
Routing Transit Number: (b)(4)  
Account Number: (b)(4)  
Type of Account: Corporate Checking Account  
Taxpayer ID Number: 54-1926750

**2. EXTENT OF OBLIGATION.** The Government is not obligated to order any supplies or services under this Agreement. The Government is obligated only to the extent of authorized calls placed against this BPA.

**3. PURCHASE LIMITATIONS.** An individual call placed under this agreement shall not Exceed the limit of the ordering officer's authority as specified in paragraph 4.b.

## **4. INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA**

### **Authorized BPA Users**

The principal user of the BPA will be the Office of the Undersecretary of Defense (Policy). Other potential users of the BPA, with the consent of the Office of the Undersecretary of Defense (Policy) and approval of

the Contracting Officer, are other offices within the Office of the Secretary of Defense, Other Defense Agencies, and the Joint Staff.

- a. Call Orders – Calls placed under this Agreement may be made orally, by fax, by E-mail, or by regular mail. Each call will be assigned a call number.
- b. Authority to Place Calls – The roster below indicates those personnel who have been granted authority to place orders and commit Government funds.

**Authorized BPA Callers**

**Authority Limit per Call Order**

Richard Selby	Unlimited
Karen Rooney	\$10M
Edward Chevalier	\$10M
Lance Petteway	\$10M
Michael Murtha	\$10M
Nadine Payne	\$5M

**5. DELIVERY TICKET:**

Delivery tickets. All shipments under the agreement, except those for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

- (i) Name of supplier.
- (ii) BPA number.
- (iii) Date of purchase.
- (iv) Purchase number.
- (v) Itemized list of supplies or services furnished.
- (vi) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (vii) Date of delivery or shipment

6. **PRICING COMPLIANCE.** The vendor warrants by performance of any call placed under this Agreement that the prices charged to the Government shall be as low or lower than those charged the vendor's most favored customer for comparable quantities under similar terms and conditions.

**7. PERFORMANCE METRICS:**

Services will be ordered on a Firm-Fixed Price with Time and Material CLINS for travel and surge. The contractor's performance will be measured by the extent to which the services required by each Call Order are delivered on time.

Ref.	Deliverable	Number of Hard Copies	Due Date				
IV.a.	Initial Meeting	N/A	NLT 7 days after award (DoA)				
IV.b.	Progress Briefings	1 copy each month	NLT 7 <sup>th</sup> of each Month				

## **8. OPTION EXERCISE**

FAR 52.217-8 Option to Extend Services.

As prescribed in 17.208(f), insert a clause substantially the same as the following:

### **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.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

As prescribed in 17.208(g), insert a clause substantially the same as the following:

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (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 60 months.

(End of clause)

## **9. TRAVEL POLICIES AND PROCEDURES**

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

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

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

## **10. REQUIRED CONFIDENTIALITY AGREEMENTS**

The Contractor shall submit to the Contracting Officer prior to the award of a Call Order under this BPA, a signed copy of the Contractor Employee Confidentiality Agreement (incorporated into this BPA as Attachment 2) and shall ensure that each employee signs a Confidentiality Agreement.

## **11. TERMS AND CONDITIONS**



The terms, conditions and clauses of Federal Supply Schedule number GS-10F-0009P are applicable to this BPA and all call orders issued pursuant to this BPA.

#### **ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

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

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

## Section H - Special Contract Requirements

### SPECIAL CONTRACT REQ

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

COR authority IS NOT delegable.

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

The OSD Policy WAWF-RA point of contact is Mr. Randy Roark and can be reached at 703-697-2525 or email at [randy.roark@osd.mil](mailto:randy.roark@osd.mil). **The contractor is directed to select either "Invoice as 2-in-1" format when submitting "Invoices and Receiving Reports."**

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

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

"Issue by DoDAAC" field enter **HQ0034**

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **HQ0338**

"Service Acceptor/Extension" or "Ship to/ Extension" field enter **HQ0034** and **OSDTM3** in the extension field

"Inspect By DoDAAC/ EXT" fields **HQ0157**

"LPO DoDAAC/ EXT" fields - Leave blank

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

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

- 1. **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).
- 1. **ACRN:** Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

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

Unit Price

Unit of Measure

Shipment numbers must be formatted as follows:

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

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

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

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

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

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractors shall click on "Send More Email Notification" on the page that appears. Add the following email address [louis.dixon.Ctr@whs.mil](mailto:louis.dixon.Ctr@whs.mil) in the first email address block and add [Karen.rooney@whs.mil](mailto:Karen.rooney@whs.mil) in the following block. This additional notification to the government is important to ensure that the appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

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

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
52.233-1	Disputes	JUL 2002
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992



Section J - List of Documents, Exhibits and Other Attachments

SECTION J

ATTACHMENT 2 NON-DISCLOSURE

ATTACHMENT 2

**NON-DISCLOSURE STATEMENT  
FOR SUPPORT AND OTHER  
CONSULTING PROFESSIONALS**

BPA: HQ0034-07-A-1019 MISSION SUPPORT SERVICES-AT&L

I, \_\_\_\_\_, understand that during the course of providing professional consulting services to the Federal government I will routinely come into contact with documents of a sensitive nature including, but not limited to, cost estimates, program options, planning documents, negotiation strategies, documents related to contractual disputes, proprietary data of a third party, leases, internal memoranda and correspondence and a wide variety of other documents and information that must be safeguarded from disclosure.

I agree that, as a condition of performing consulting services to the Federal government, I will not disclose, or cause to be disclosed, any sensitive documents without the prior consent of an authorized representative of the Federal government. I further agree that such sensitive documents/ information will be safeguarded in accordance with the best commercial practices of my firm \_\_\_\_\_. I agree that I have an affirmative duty to determine whether a document/ information is sensitive and not subject to public release before releasing it. I understand and agree that a failure to adequately safeguard such sensitive documents may result in termination of my contract(s) and a variety of civil and/or criminal charges.

I further understand that the duty to safeguard the documents/ information cited above is a continuing personal obligation that is not terminated or otherwise modified by change of jobs or employer.

The duties described herein are in addition to, and independent of, any Procurement Integrity Certifications I may subsequently enter into.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# TECHNICAL EXHIBIT 1 PRS

Performance Objective	Standard	Performance Threshold	Method of Surveillance	Incentive/Disincentive
PRS #1 - The Contractor, in a timely fashion, provides, as the specific requirement demands, appropriately skilled professional personnel with necessary security clearances to support OUSD(P) in accomplishment of its mission.	Skilled, motivated, and sufficiently cleared support personnel report to work within 17 days of vacancy being identified.	No more than one (1) transgression per 90-day period.	Client interview.	CPARS rating; option exercise.
PRS #2 – The Contractor recruits and maintains a stable and talented workforce that effectively supports the OUSD(P) mission requirements.	Minimal turbulence and turnover in the workforce, that promotes a stable and productive work environment, with a reduced learning curve and task repetition.	No more than one related episode per 90-day period.	Client interview.	CPRAS rating; option exercise
PRS #3 – The Contractor’s workforce consistently generates timely work product of high quality.	All deliverables and written products, including but not limited to Position Papers, White Papers, Briefing material, meeting summaries and issue papers, reflect thorough research in and knowledge of the topic at hand; articulate clear conclusions and/or recommendations, as appropriate; all material is written and formatted as directed; reflects Government guidance on draft and final material and is comprehensive, coherent, accurate, timely and complete.  Professional advice and assistance is rendered pro-actively; is thorough and well thought out; is rational, executable and supportable.	No more than three transgressions per 90-day period.	Client interview.	CPARS rating; option exercise.

PRS #4 – Contractor complies with and supports DoD's socioeconomic goals substantially consistent with his proposal.

35% of subcontracted dollars, calculated as total revenues performed annually on cumulative Task Orders, is performed by a contractor designated as a small business, small disadvantage business, women-owned small business, service-disabled veteran owned small business or hub zone small business.

No transgressions tolerated.

Reflected in monthly deliverable report.

CPARS rating: option exercise.

TECHNICAL EXHIBIT 4 QASP

# **Quality Assurance Surveillance Plan**

## **Office Under Secretary of Defense Mission Support Services**

**BPA HQ0034-07-A-1019**

**BPA HOLDER: BAI, Inc**

**Approved:**

**Requiring Office:** \_\_\_\_\_  
Date

**Contracting Officer:** \_\_\_\_\_  
Date

## **1. OVERVIEW**

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

1.2 Authority. Authority for issuance and use of this Quality Assurance Surveillance Plan (QASP) is provided in the Quality Assurance instructions of the BPA Performance Work Statement (paragraph 5(ii), Quality Assurance, to be accomplished by the Contracting Officer or his duly authorized representative. The Inspection of Services FAR Clauses 52.246-4 and 52.246-6 apply.

## **2. RESPONSIBILITIES**

2.1 Government officials shall have responsibility for implementation as follows:

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

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

## **3. CONTRACT QUALITY REQUIREMENTS**

3.1 Quality Program. The Contractor's Quality Control Program requirements are defined in the Performance Requirements Summary (PRS) at Technical Exhibit 1. The contractor's Quality Control Program shall ensure the government receives the level of quality that is consistent with the performance standards specified in the PRS.

## **4. PERFORMANCE ASSESSMENT**

4.1 Purpose. This section details the method(s) used to verify Contractor compliance with SOW requirements. The key elements of this process are the Contractor's quality program and Government identified Performance Objectives or Performance Requirements.

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

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

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

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

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

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

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

4.5.1 Section 1. Approved QASP.

4.5.2 Section 2. ACTIVITY LOG. A chronological log of actions taken in the accomplishment of Quality Assurance by the government based on assigned Performance Requirements. The purpose of this log is to provide a brief synopsis of an inspection of Contractor provided services or of a meeting with the contractor regarding performance in a given functional area. Documentation that supports activity log entries may be maintained in the RECORDS section of the Performance assessment folder. Also see Paragraph 7.2 regarding CPARS input.

4.5.3 Section 3. CONTRACT.

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

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

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

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

## 5. PERFORMANCE ASSESSMENT DOCUMENTATION

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

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

5.2.1.1 Performance Objectives. From the Performance Requirements Summary in Technical Exhibit 1 of the BPA.

5.2.1.2 Performance Standards. From the Performance Requirements Summary in Technical Exhibit 1 of the BPA.

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

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

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

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

## 6. PERFORMANCE REPORTING REQUIREMENTS

6.1 COR Feedback to the Contractor. The COR shall report detailed results of performance assessments to the Contractor on a monthly basis. Documentation of the feedback session, if any, shall be filed in the Records section of the Performance Assessment Folder.

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

Performance Objective	Standard	Performance Threshold	Method of Surveillance	Incentive/Disincentive
PRS #1 - The Contractor, in a timely fashion, provides, as the specific requirement demands, appropriately skilled professional personnel with necessary security clearances to support OUSD(P) in accomplishment of its mission.	Skilled, motivated, and sufficiently cleared support personnel report to work within 17 days of vacancy being identified.	No more than one (1) transgression per 90-day period.	Client interview.	CPARS rating; option exercise.
PRS #2 - The Contractor	Minimal turbulence and turnover	No more than one	Client	CPRAS rating;

recruits and maintains a stable and talented workforce that effectively supports the OUSD(P) mission requirements.	in the workforce, that promotes a stable and productive work environment, with a reduced learning curve and task repetition.	related episode per 90-day period.	interview.	option exercise
PRS #3 – The Contractor's workforce consistently generates timely work product of high quality.	All deliverables and written products, including but not limited to Position Papers, White Papers, Briefing material, meeting summaries and issue papers, reflect thorough research in and knowledge of the topic at hand; articulate clear conclusions and/or recommendations, as appropriate; all material is written and formatted as directed; reflects Government guidance on draft and final material and is comprehensive, coherent, accurate, timely and complete.	No more than three transgressions per 90-day period.	Client interview.	CPARS rating; option exercise.
PRS #4 – Contractor complies with and supports DoD's socioeconomic goals substantially consistent with his proposal.	Professional advice and assistance is rendered pro-actively; is thorough and well thought out; is rational, executable and supportable. 35% of subcontracted dollars, calculated as total revenues performed annually on cumulative Task Orders, is performed by a contractor designated as a small business, small disadvantage business, women-owned small business, service-disabled veteran owned small business or hub zone small business.	No transgressions tolerated.	Reflected in monthly deliverable report.	CPARS rating; option exercise.





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				I. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>		3. EFFECTIVE DATE <b>23-Apr-2007</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901		CODE <b>HQ0034</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BAI, INC JOHN HARDENBERGH 46000 DUKE STREET, SUITE 303 ALEXANDRIA VA 22304				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0034-07-A-1019</b>		
				X 10B. DATED (SEE ITEM 13) <b>20-Apr-2007</b>		
CODE <b>1KAP9</b>		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) <b>MUTUAL AGREEMENT BETWEEN THE PARTIES</b>						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <b>ldixon07965</b> <b>SEE CONTINUATION PAGE</b>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD P. SELBY / DIVISION DIRECTOR TEL: (703) 588-1088 EMAIL: richard.selby@whs.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Richard P. Selby</i> (Signature of Contracting Officer)		16C. DATE SIGNED <b>24-Apr-2007</b>

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to change the following:

1.) Section B, Supplies or Services and Price, Period of Performance:

Delete: 19 Apr 2012

Insert: 19 Apr 2014

#####END OF MODIFICATION 01#####

**SUMMARY OF CHANGES**

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   9	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 27-Apr-2007		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901		CODE HQ0034		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BAI, INC JOHN HARDENBERGH 4600 DUKE STREET, SUITE 303 ALEXANDRIA VA 22304-2516				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-07-A-1019			
				X 10B. DATED (SEE ITEM 13) 20-Apr-2007			
CODE 1KAP9		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: kixon07986 The purpose of this modification is to correct the vendor's address.  #####END OF MODIFICATION 2#####							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL MURTHA / CONTRACTING OFFICER TEL: (703) 585-1109 EMAIL: michael.murtha@whs.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 27-Apr-2007	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The contractor organization has changed from

BAI, INC  
JOHN HARDENBERGH  
46000 DUKE STREET, SUITE 303  
ALEXANDRIA VA 22304

to  
BAI, INC  
JOHN HARDENBERGH  
4600 DUKE STREET, SUITE 303  
ALEXANDRIA VA 22304-2516

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

CONTRACT ADMIN

### Scope

The purpose of this BPA is to provide for a broad range of commercial, non-personal professional and executive-level administrative support services to Washington Headquarters Services (WHS), Office of the Secretary of Defense (OSD) and, potentially, other Department of Defense (DoD) offices. The objective of this contract action is to acquire, through award of an Indefinite Deliver-Indefinite Quantity (IDIQ) task order contract, professional and executive-level administrative support services, primarily for the Office of Under Secretary of Defense, Acquisition Technology and Logistics (OUSD(AT&L)), Director, Acquisition Resources and Analysis (ARA), Deputy Under Secretary of Defense for International Technology Security, Deputy Under Secretary of Defense for Industrial Policy, Deputy Under Secretary of Defense for Business Transformation, Director, Defense Business Transformation Agency (DUST(BT)/BTA)), Director Defense Procurement and Acquisition Policy (DPAP), Director, Small Business Programs (SBP), Director, Joint Rapid Acquisition Cell (JRAC), Director for Administration, Deputy Director, Naval Warfare/Defense Systems, and the OUSD (AT&L) Conference Facility.

### BPA Structure

The Washington Headquarters Services, Acquisition & Procurement Office intends to establish a single award BPA with an eligible vendor who can best satisfy the evaluation factors described in this RFP. Orders against the BPA will be on a firm fixed price basis with the potential to include time and materials and surge Contract Line Item Numbers (CLINs) for travel, other less predictable requirements, and surge.

The BPA expires after seven (7) years, or at the end of the FSS contract period, whichever is earlier. The BPA will be for a base year and six (6) one-year options. The Government may extend the terms of this BPA 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 30 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 Period:	\$6,000,000.00	20 Apr 2007 to 19 Apr 2008
Option Period 1:	\$6,000,000.00	20 Apr 2008 to 19 Apr 2009
Option Period 2:	\$6,000,000.00	20 Apr 2009 to 19 Apr 2010
Option Period 3:	\$6,000,000.00	20 Apr 2010 to 19 Apr 2011
Option Period 4:	\$6,000,000.00	20 Apr 2011 to 19 Apr 2012
Option Period 5:	\$6,000,000.00	20 Apr 2012 to 19 Apr 2013
Option Period 6:	\$6,000,000.00	20 Apr 2013 to 19 Apr 2014

\* If the entire capacity is used for any give reason, the Government reserves the right to exercise the option period early.

The total duration of this BPA, including the exercise of options under this clause, shall not exceed the GSA FSS period of performance. The dollar limit of the BPA is \$42,000,000.00.

The BPA shall be reviewed annually before the anniversary of its effective date and revised as necessary. The BPA may be discounted by either party upon thirty 30 days written notice.

### Ordering

Orders will be placed by the Washington Headquarters Services Acquisition & Procurement Office. The ordering Contracting Officer shall ensure compliance with all rules and regulations. Orders shall be received and accepted via hardcopy, facsimile, or email.

When a task order is required, the Contracting Officer will issue a request for proposal from the Contractor. The Contractor shall then submit a proposal to the Contracting Officer, and the Contracting Officer will either accept the Contractor's proposal and issue the task order, or negotiate with the Contractor. If negotiations are entered into, the order will be issued to reflect the negotiated and agreed to price for the task order. 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.

#### 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 this BPA.

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

### **BPA ADMINISTRATION**

#### **1. CONTRACTING OFFICER'S REPRESENTATIVE(COR)**

(a) The COR will be identified for each 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. TRAVEL**

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

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

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

## **3. CONTRACTOR INFORMATION**

### **CONTRACTOR ADDRESS and POC**

Name: BAI, Inc  
Address: 4600 Duke Street, Suite 303  
Alexandria, VA 22304  
Phone: 703-461-8454  
Fax: 703-461-4719  
Email: [john.hardenbergh@bai-inc.net](mailto:john.hardenbergh@bai-inc.net)

### **FINANCIAL INFORMATION**

Banking Institution: Cardinal Bank  
Routing Transmit Number: (b)(4)  
Account Number: (b)(4)  
Type of Account: Corporate Checking Account  
Taxpayer ID Number: 54-1926750

**2. EXTENT OF OBLIGATION.** The Government is not obligated to order any supplies or services under this Agreement. The Government is obligated only to the extent of authorized calls placed against this BPA.

**3. PURCHASE LIMITATIONS.** An individual call placed under this agreement shall not Exceed the limit of the ordering officer's authority as specified in paragraph 4.b.

## **4. INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA**

### **Authorized BPA Users**



The principal user of the BPA will be the Office of the Undersecretary of Defense (Policy). Other potential users of the BPA, with the consent of the Office of the Undersecretary of Defense (Policy) and approval of the Contracting Officer, are other offices within the Office of the Secretary of Defense, Other Defense Agencies, and the Joint Staff.

- a. Call Orders – Calls placed under this Agreement may be made orally, by fax, by E-mail, or by regular mail. Each call will be assigned a call number.
- b. Authority to Place Calls – The roster below indicates those personnel who have been granted authority to place orders and commit Government funds.

<u>Authorized BPA Callers</u>	<u>Authority Limit per Call Order</u>
Richard Selby	Unlimited
Karen Rooney	\$10M
Edward Chevalier	\$10M
Lance Petteway	\$10M
Michael Murtha	\$10M
Nadine Payne	\$5M

#### 5. DELIVERY TICKET:

Delivery tickets. All shipments under the agreement, except those for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

- (i) Name of supplier.
- (ii) BPA number.
- (iii) Date of purchase.
- (iv) Purchase number.
- (v) Itemized list of supplies or services furnished.
- (vi) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (vii) Date of delivery or shipment

6. **PRICING COMPLIANCE.** The vendor warrants by performance of any call placed under this Agreement that the prices charged to the Government shall be as low or lower than those charged the vendor's most favored customer for comparable quantities under similar terms and conditions.

#### 7. PERFORMANCE METRICS:

Services will be ordered on a Firm-Fixed Price with Time and Material CLINS for travel and surge. The contractor's performance will be measured by the extent to which the services required by each Call Order are delivered on time.

Ref.	Deliverable	Number of Hard Copies	Due Date
IV.a.	Initial Meeting	N/A	NLT 7 days after award (DoA)
IV.b.	Progress Briefings	1 copy each month	NLT 7 <sup>th</sup> of each Month

[illegible]

## 8. OPTION EXERCISE

FAR 52.217-8 Option to Extend Services.

As prescribed in 17.208(f), insert a clause substantially the same as the following:

### 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.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

As prescribed in 17.208(g), insert a clause substantially the same as the following:

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (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 60 months.

(End of clause)

## 9. TRAVEL POLICIES AND PROCEDURES

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

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

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

## 10. REQUIRED CONFIDENTIALITY AGREEMENTS

The Contractor shall submit to the Contracting Officer prior to the award of a Call Order under this BPA, a signed copy of the Contractor Employee Confidentiality Agreement (incorporated into this BPA as Attachment 2) and shall ensure that each employee signs a Confidentiality Agreement.

## 11. TERMS AND CONDITIONS

The terms, conditions and clauses of Federal Supply Schedule number GS-10F-0009P are applicable to this BPA and all call orders issued pursuant to this BPA.

### ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

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

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

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

(2) Access To and Protection of 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 that shall in substance provide that such employee shall not, during his/her employment

by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

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

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 26-Mar-2008		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901		CODE HQ0034		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BAI, INC JOHN HARDENBERGH 4600 DUKE STREET, SUITE 303 ALEXANDRIA VA 22304-2516				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-07-A-1019			
				X 10B. DATED (SEE ITEM 13) 20-Apr-2007			
CODE 1KAP9		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Mutual Agreement Between both parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tilleyb08803 The Purpose of this Modification is to increase the BPA Call limitation for Call # 0001 only due to an administrative oversight. A. The Call limitation for Call # 0001 is hereby increased from \$6,000,000.00 to \$ 30,260,850.00 B. No other changes made or implied							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KAREN ROONEY / CONTRACTING OFFICER TEL: (703) 588-1110 EMAIL: karen.rooney@whs.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Karen Rooney</i> (Signature of Contracting Officer)		16C. DATE SIGNED 03-Apr-2008	
(Signature of person authorized to sign)							

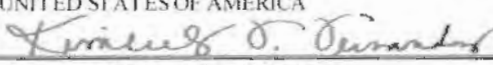
SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION/CONTRACT FORM**

The limit per BPA call has increased by \$24,260,850.00 from \$6,000,000.00 to \$30,260,850.00.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00004		09-Sep-2008					
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than item 6)		CODE	
WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901		HQ0034		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BAI, INC JOHN HARDENBERGH 4600 DUKE STREET, SUITE 303 ALEXANDRIA VA 22304-2516				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-07-A-1019			
				X 10B. DATED (SEE ITEM 13) 20-Apr-2007			
CODE 1KAP9		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hoffmanr081478 The purpose of the modification is to change the Contracting Officer from Karen Rooney to Kim Fernandez and update the invoicing instructions which change the Team Designation from OSDTM3 to OSDTM5 in accordance with the Contracting Officer (KO) Change. See Summary of Changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD			
				TEL: 703-598-1576 EMAIL: kim.fernandez@whs.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY 		09-Sep-2008	
				(Signature of Contracting Officer)			

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

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

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

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

The OSD Policy WAWF-RA point of contact is Mr. Randy Roark and can be reached at 703-697-2525 or email at [randy.roark@osd.mil](mailto:randy.roark@osd.mil). **The contractor is directed to select either "Invoice as 2-in-1" format when submitting "Invoices and Receiving Reports."**

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

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

"Issue by DoDAAC" field enter **HQ0034**

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **HQ0338**

"Service Acceptor Extension" or "Ship to Extension" field enter **HQ0034** and **OSDTM5** in the extension field

"Inspect By DoDAAC EXT" fields **HQ0157**

"LPO DoDAAC EXT" fields - Leave blank

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



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

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

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

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

Unit Price

Unit of Measure

Shipment numbers must be formatted as follows:

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

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

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

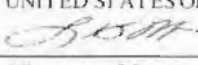
For Supplies, enter 'SUP' followed by the last 4 digits of the invoice number.

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

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

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

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				I. CONTRACT ID CODE		PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 16-Mar-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22099-1901		CODE HQ0034		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BAI, INC JOHN HARDENBERGH 4600 DUKE STREET, SUITE 303 ALEXANDRIA VA 22304-2516				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-07-A-1019			
				X 10B. DATED (SEE ITEM 13) 20-Apr-2007			
CODE 1KAP9		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: morganm09784 The purpose of this modification is to change the WAWF Codes of the Service Acceptor/Extension DODAAC and the Inspect By DODAAC.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LISA M. MAASS / CONTRACTING OFFICER TEL: 703-588-1105 EMAIL: lisa.maass@wvs.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 17-Mar-2009 (Signature of Contracting Officer)	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION II - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

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

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

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

The OSD Policy WAWF-RA point of contact is Mr. Randy Roark and can be reached at 703-697-2525 or email at [randy.roark@osd.mil](mailto:randy.roark@osd.mil). The contractor is directed to select either "Invoice as 2-in-1" format when submitting "Invoices and Receiving Reports."

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

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

"Issue by DoDAAC" field enter **HQ0034**

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **HQ0338**

"Service Acceptor Extension" or "Ship to Extension" field enter **HQ0157**  
Only For Task Order 2 enter **H91317**

"Inspect By DoDAAC EXT" fields Leave blank

"LPO DoDAAC EXT" fields - Leave blank

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

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

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

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

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

Unit Price

Unit of Measure

Shipment numbers must be formatted as follows:

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

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

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

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

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

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractors shall click on "Send More Email Notification" on the page that appears. Add the following email addresses [gene.covey@osd.mil](mailto:gene.covey@osd.mil) (for task order 2) and [malone.jalputan@osd.mil](mailto:malone.jalputan@osd.mil) (for all other task orders). This additional notification to the government is important to ensure that the appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

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

(End of Summary of Changes)