

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 58
2. CONTRACT NO. HQ0034-15-D-0011	3. SOLICITATION NO. HQ0034-14-R-0074	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 02 Jul 2014	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY WHS - ACQUISITION DIRECTORATE 1225 SOUTH CLARK ST., SUITE 200 ARLINGTON VA 22202-3909		CODE: HQ0034	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE:
TEL:		TEL:		FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until **11:00 AM** local time **04 Aug 2014**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME MARY BETH BROWN	B. TELEPHONE (include area code) (NO COLLECT CALLS) 703-545-3164	C. E-MAIL ADDRESS mary.e.brown462.civ@mail.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR AMERICAN TECHNOLOGY SOLUTIONS INTERNATIONAL EUGENE FELTS 49 BETHANY WAY FREDERICKSBURG VA 22406-4452	CODE: 68PPO	FACILITY:	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) EUGENE FELTS / SENIOR VICE PRESIDENT
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15B. TELEPHONE NO (include area code) 703-598-0940	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$300,000,000.00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) See Item 7		25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print) (b)(6)	27. SIGNATURE OF CONTRACTING OFFICER (b)(6)	28. AWARD DATE 12-Dec-2014
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	NAICS 541611 - Fixed Price FFP	1	Lot	(b)(4)	

Task Orders with Performance Work Statements falling predominantly under NAICS Code 541611 with any "Fixed Price" Contract Type (not only "Firm Fixed Price" as stated above) shall use this CLIN.

MAX NET AMT	(b)(4)
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CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$5,000.00		(b)(4)

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$5,000.00		(b)(4)

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$

SERVICES AND PRICES

B-1.1 Contract Type

This Washington Headquarters Services (WHS) non-personal, professional and executive-level mission support requirement is a vehicle to provide broad contracted technical on-site support and off-site support, in most instances in a classified environment. On-site support consists of point of service presence in workweeks normally comprising five eight-hour workdays. The objective of this contract action is to acquire technical support, technical studies and R&D projects, through award of an Indefinite-Delivery / Indefinite-Quantity (IDIQ), with a combination of Fixed Price (FP) and Cost-Reimbursement (CR) Task Orders (TOs). The appropriate contract type per individual task order will be chosen based on risk; Government resources; complexity of the requirement; ability to pre-determine expected deliverables and schedule; and benefit to the Government to provide specific incentives (e.g., Fixed Price Incentive (Firm Target), Cost Plus Incentive Fee, Cost Plus Award Fee). The small business set-aside IDIQ awards (under NAICS Code 541611) will only include Fixed Price Task Orders. These TOs will provide professional and executive-level mission support services to offices of USD(AT&L). Other services may take the form of information, advice, expert opinions, alternatives, analyses, evaluations, recommendations, training, and services to complement the Government’s expertise. Contractor employees are expected to interface with senior officials, executives and managers across DoD, the Military Service Departments, other Federal Government Agency representatives, Executive Branch representatives, Congressional Staff, program managers, university officials, the public, and other organizations as specified in individual TOs.

B-1.1.1 Fixed Price

Fixed Price task orders will be executed to the maximum extent practicable in support of technical support services, technical studies and projects with a determinate deliverable and schedule.

B-1.1.2 Cost Reimbursement

Cost-Reimbursement task orders will typically be executed for support services, studies, or research and development projects where uncertainties exist on the requirement's solution which does not allow for the cost to be estimated with sufficient accuracy.

Cost-Reimbursement task orders do not apply to a small business set-aside IDIQ award.

B-1.2 Labor Expertise Typical of Desired Support

Each labor category is classified with one of the following education/experience levels. Contractor personnel performing work under any given labor category and associated rate must meet the corresponding requirements:

Level	Requirements
Advanced	The Contractor shall have executive level technical, acquisition manager, or analyst experience. The contractor shall have a Master's Degree in related field, equivalent experience/certification in a field relevant to the specific position, or substantial equivalent occupational experience.
Intermediate	The Contractor shall have significant demonstrated mid-to-executive-level technical program or acquisition manager or analyst experience with DoD advanced technology programs or the management of technical projects or equivalent occupational experience. The contractor shall have a Master's or Bachelor's Degree in related field, equivalent experience/certification in a field relevant to the specific position, or substantial equivalent occupational experience.
Basic	The Contractor shall have Associates degree level education in a related technical field or substantial equivalent technical experience.

Labor categories typically requested under this contract include:

	Labor Category	Description
1	Program Manager - Intermediate	Capable of providing leadership, direction, and management of support for the System Engineering, Test, Information Management & Technology Operations, and Advanced Technology fields and proficient in standards, principles, practices, and processes related to complex weapon systems. Possess extensive managerial, technical, and business knowledge, and experience relating to DoD and major systems or programs. Proven ability to lead and provide direct input in solving complex issues involving staff and resources of sizable magnitude. Capable of thinking strategically to address issues and implement plans for major operational defense programs. Responsible for overall contract performance.
2	Project Manager - Intermediate	Performs day-to-day management of contract support operations, possibly involving multiple tasks and groups of personnel at multiple locations, on a single project. Demonstrates skills in the scope of work encompassed by the task order; provides technical guidance to the project team in performance of the work, and reviews the quality of all work products. Organizes, directs, and coordinates the planning and production of all contract support activities. Responsible for staffing, project planning, project financials, and staff direction and oversight. The Project Manager

		maintains and manages the client interface at the COR levels of the client organization. Assists the Program Manager as required in managing contract performance.
3	Earned Value Analyst - Advanced	Demonstrated in-depth experience in the areas of Earned Value Management (EVM) and EVM Systems (EVMS) in accordance with TechAmerica ANSI EIA-748. Extensive knowledge, skills, and abilities in EVM Systems review, EVM Program execution and health (cost, schedule, technical) along with strong analytic capabilities. Knowledge of DoD EVM policies, practices, processes, and regulations applicable to DoD systems acquisition management in accordance with DFARS and DoDi 5000.02. The candidate shall have senior-level technical, acquisition, or analyst experience and be capable of working independently or leading teams by providing daily supervision and direction. The candidate shall possess demonstrated ability to lead the development, training, and application of EVM analytic tools, techniques, and processes for both technical and administrative support activities. Analyze data and provide recommendations to senior Government leadership for situational awareness and decision making. Demonstrated experience in evaluating estimates-to-complete utilizing various methodologies to develop executive-level forecasting and/or early warning reports including briefings on root cause analysis and risk mitigation strategies. Proven experience in organizing, planning and conducting Integrated Baseline Reviews (IBR). Strong background in the review and analysis of integrated master schedules (IMS) and schedule risk analyses. Earned Value Professional (EVP) certification administered by the International Association for the Advancement of Cost Engineering highly desired.
4	Earned Value Analyst - Intermediate	Demonstrated experience in the areas of Earned Value Management (EVM) and EVM Systems (EVMS) in accordance with TechAmerica ANSI EIA-748. Working knowledge, skills, and analytic abilities in EVM Systems review, EVM Program health (cost, schedule, technical). Knowledge of DoD EVM and Financial Management policies, practices, processes, and regulations applicable to DoD systems acquisition in accordance with DFARS and DoDi 5000.02 preferred. The candidate shall have demonstrated technical, acquisition, or analyst experience. Capable of participating in teams that produce integrated EVM analyses including but not limited to technical parameters, acquisition, and logistics requirements, fiscal, technological, and schedule constraints, procurement and business principles and similar project-influencing factors. Demonstrated experience in evaluating estimates-to-complete utilizing various methodologies to develop forecasting and early warning reports. Experience on Integrated Baseline Review (IBR) teams and conducting integrated master schedule (IMS) reviews. Earned Value Professional (EVP) certification administered by the International Association for the Advancement of Cost Engineering is a plus.
5	Earned Value Analyst - Basic	Entry level experience in the areas of Earned Value Management (EVM) and/or EVM Systems in accordance with TechAmerica ANSI EIA-748. Demonstrated understanding of reporting earned value status of multiple systems and programs. Basic understanding of earned value analyses,

		acquisition, business principles and similar project-influencing factors. Ability to take direction, assimilate large amounts of data, follow through with assignments, and communicate with leadership. Basic understanding of techniques to evaluate estimates-to-complete or other statistical analysis.
6	Operations Research Analyst - Advanced	Capable of performing execution and planning oversight of wargames, exercises, and demonstrations. Possess expertise in military operational concepts, technical, program management, and integration and fielding of complex weapon systems. Possess extensive experience in support of Modeling and Simulation efforts. Capable of working independently or leading teams to solve problems. Has specialized related knowledge. Capable of providing daily supervision and direction to support teams.
7	Operations Research Analyst - Intermediate	Capable of leading and executing support task for planning of wargames, exercises, and demonstrations. Possess extensive expertise in operational concepts, technical, program management, integration, and fielding. Possess experience in support of Modeling and Simulation efforts. Works as a member of team and assists with solving complex problems.
8	Operations Research Analyst - Basic	With general supervision capable of assisting with wargames, exercises, demonstrations, and Modeling and Simulation. Follows established procedures, and solves routine problems.
9	Physical Scientist - Advanced	Provide technical support in a laboratory environment, conducts experiments or makes observations, analyzes findings, operates necessary equipment, and develops and tests theories.
10	Physical Scientist - Intermediate	Provide technical support in a laboratory environment, conducts experiments or makes observations, analyzes findings, operates necessary equipment, and develops and tests theories.
11	Principal Technical Expert Consultant - Advanced	Provides expert technical, managerial leadership, and direct support for problem definition, analysis, requirements development, and implementation of complex projects and programs.
12	Resource/Budget Analyst - Intermediate	Capable of providing expertise to relevant budget and resource management principles and practices for developmental and operational programs. Knowledge, skills, and abilities in the budget analysis field. Capable of utilizing, adapting and developing budget and resource analytic tools, techniques, and processes for both technical and administrative support activities. Works as a member of team and assists with solving complex problems.
13	Resource/Budget Analyst - Basic	With general supervision is capable of utilizing tools, techniques, and processes for budget analysis activities. Follows established procedures, and solves routine budget and resource problems.
14	Statistician - Advanced	Assists in conducting research studies, develops sampling plans, develops questionnaires, conducts pre-tests, collects data on-site, by mail or telephone as required. Analyzes data using advanced statistical methods. Writes reports and presents briefings to government officials.
15	Subject Matter Expert - Advanced	Recognized industry expert with significant depth and breadth of knowledge capable of providing advisor and consultant services based on unique experience that has a significant level of technical value and return on investment. Capable of supporting teams and/or working independently regarding very complex technical or programmatic issues usually related to complex weapons systems.

16	Subject Matter Expert - Intermediate	Recognized industry expert with depth and breadth of knowledge capable of providing advisor and consultant services based on unique experience that has a high level of technical value and return on investment. Capable of supporting teams and/or working independently regarding very complex technical or programmatic issues.
17	Systems/Project Engineer - Advanced	Capable of leading and executing extensive engineering/scientific support on systems, system elements, interfacing systems, components, devices and/or processes for complex developmental and operational weapon system programs. Possess in-depth technical and theoretical knowledge. Capable of working independently, as a team member, or leading teams/tasks to solve engineering/scientific problems. Capable of leading the implementation of the engineering "V" across the program acquisition life cycle. Capable of working independently or leading teams to solve engineering problems. Capable of providing daily supervision and direction to support teams.
18	Systems/Project Engineer - Intermediate	Capable of leading and executing analytical task, utilizing both analytical techniques, and processes for complex developmental and operational programs. Extensive Knowledge, skills, and abilities in the analysis field. Capable of leading the development and utilization of analytic tools, techniques, and processes for both technical and administrative support activities. Capable of working independently or leading teams to solve problems. Capable of providing daily supervision and direction to support teams.
19	Systems/Project Engineer - Basic	With general supervision capable of assisting in the execution of engineering support task. Capable of assisting with implementing the engineering "V" across the program acquisition life cycle. Follows established procedures, and solves routine problems.
20	Technical Consultant - Advanced	Provides expert technical, managerial leadership, and direct support for problem definition, analysis, requirements development, and implementation of complex projects and programs.
21	Technical Consultant - Intermediate	Provides expert technical, managerial leadership, and direct support for problem definition, analysis, requirements development, and implementation of complex projects and programs.
22	Technical Consultant - Basic	Provides expert technical, managerial leadership, and direct support for problem definition, analysis, requirements development, and implementation of complex projects and programs.
23	Technical Program Analyst - Advanced	Capable of leading and executing analytical task, utilizing both analytical techniques, and processes for complex developmental and operational programs. Extensive Knowledge, skills, and abilities in the analysis field. Capable of leading the development and utilization of analytic tools, techniques, and processes for both technical and administrative support activities. Capable of working independently or leading teams to solve problems. Capable of providing daily supervision and direction to support teams.
24	Technical Program Analyst - Intermediate	Capable of providing expertise to relevant program analytical principles and practices for developmental and operational programs. Knowledge, skills, and abilities in the analysis field. Capable of utilizing, adapting and developing analytic tools, techniques, and processes for both technical and

		administrative support activities. Works as a member of team and assists with solving complex problems.
25	Technical Program Analyst - Basic	With general supervision is capable of utilizing tools, techniques, and processes for analysis activities. Follows established procedures, and solves routine problems.
26	Technical Security Specialist - Intermediate	Work that involves ensuring the confidentiality, integrity, and availability of systems, networks, and data through the planning, analysis, development, implementation, maintenance, and enhancement of information systems security programs, policies, procedures, and tools.
27	Technical Specialist - Advanced	Capable of leading the execution of technical support requirements for developmental and operational weapon system programs. Capable of working independently or leading teams to solve problems. Capable of providing daily supervision and direction to support teams. Has specialized related knowledge.
28	Technical Specialist - Intermediate	Capable of providing technical support in developmental and operational programs. Works as a member of team and assists with solving complex problems.
29	Technical Specialist - Basic	With general supervision capable of assisting with technical support for developmental and operational programs. Follows established procedures, and solves routine problems.
30	Technical Writer - Advanced	Specialized experience includes demonstrated experience in editing documents, including technical documents. Collects and organizes technical information required for preparation of reports, read-aheads, proposals, or technical analyses.

On rare occasions, labor categories other than those listed above may be requested for specific task orders. The Government may also specify on certain task orders that IDIQ contract holders may propose labor categories other than those listed above.

B-1.3 Guaranteed Minimum

All services to be ordered under this contract shall be set forth in each individual task order. All task orders will be issued in accordance with the Task Order Procedures in Section G and clauses found in Section I.

Over the term of the contract:

The minimum dollar amount for this IDIQ contract is \$5,000.00 to be obligated at IDIQ contract award.

The total maximum dollar amount for all IDIQ contract holders is (b)(4)

Section C - Descriptions and Specifications

DESCRIPTIONS & SPECIFICATIONS

Performance Work Statement

C-1.1 Background

Washington Headquarter Services (WHS) provides a wide range of administrative and operation support services that enables the Under Secretary of Defense for Acquisition, Technology and Logistics (OUSD(AT&L)) to accomplish its mission.

Under the authority, direction and control of the Secretary of Defense (SECDEF), the Under Secretary of Defense for Acquisition, Technology, and Logistics (USD(AT&L)) is the principal staff assistant and advisor to the SECDEF and Deputy Secretary of Defense (DEPSECDEF), for 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; operational energy plans and programs; corrosion policy and oversight; human capital initiatives; as well as small and disadvantaged business management and Federally Funded Research and Development Center Program oversight. Details on the OUSD(AT&L) mission, role, and responsibilities are available at <http://www.acq.osd.mil/index.html>.

The Assistant Secretary of Defense for Acquisition (ASD(A)) serves as the principal staff assistant and advisor to the Under Secretary of Defense for Acquisition, Technology and Logistics (USD(AT&L)), Deputy Secretary of Defense (DEPSECDEF), and Secretary of Defense (SECDEF) on matters relating to DoD's acquisition system, major defense acquisition programs (MDAPs), and space and intelligence acquisitions. The primary ASD(A) offices served by this contract are: Tactical Warfare Systems (TWS), Space, Strategic, and Intel Systems (SSI), Command, Control, and Communications (C3), Cyber, and Business Systems (C3CB), Performance Assessments and Root Cause Analyses (PARCA), and Joint Operations Support (JOS). Details on the ASD(A) mission, role, and responsibilities are available at <http://www.acq.osd.mil/asda/>.

The Director, Acquisition Resources and Analysis (ARA) integrates the diverse aspects of Defense acquisition into a balanced and coherent program that supports the National Strategy and makes the most effective use of resources provided. The Director, ARA also serves as the Executive Secretary to the Defense Acquisition Board; oversees the Defense Acquisition Executive System (DAES); manages AT&L's participation in the Planning, Programming, Budgeting and Execution System (PPBE); and is responsible for the timely and accurate submission to Congress of Selected Acquisition Reports and Unit Cost Reports for Major Defense Acquisition Programs. Details on the ARA mission, role, and responsibilities are available at <http://www.acq.osd.mil/ara/>.

In this capacity, the USD(AT&L) and subordinated offices provide the following services:

- Prescribes policies and procedures for the conduct of Acquisition in the DoD, to include activities spanning from technical conceptualization to oversight of development projects and acquisition Programs of Record.
- Advises and assists the SECDEF, and DEPSECDEF in providing guidance to the Secretaries of the Military Departments with respect to acquisition in the DoD.
- Monitors and reviews all acquisition programs within the DoD.

- Participates in the DoD Planning, Programming, and Budgeting System with respect to assigned areas of responsibilities.
- Performs other duties that may be prescribed by the DEPSECDEF or SECDEF.
- Serves as USD(AT&L) lead for coordination with the Joint Capabilities Integration & Development System (JCIDS) for military's needs validation, and for interaction with military commands.
- Provides a cyber-focused forum, the Cyber Investment Management Board (CIMB) to enable synchronization and integration support to the development and acquisition of cyber warfare capabilities across the Department of Defense.

This requirement is for the acquisition of full-spectrum technical support of the USD(AT&L) and other associated DoD sponsored mission requirements. The requirements contained herein specify the tasks required to support USD(AT&L) in specific areas.

C-1.2 Objectives

The objectives of this Performance Work Statement (PWS) are to fulfill the technical requirements within OUSD(AT&L), OASD(A), and ARA. Specifically in the following areas: acquisition oversight, capability portfolio management, engineering, analytic and technical support. To meet these requirements, the contractor shall provide the specialized knowledge and skill sets articulated in the specific task orders.

C-1.3 Scope

The task areas in this PWS require the Contractor to provide a breadth and depth of mission and analytic technical support service. The Contractor shall provide both on-site support and off-site support for routine and unforeseen events and requirements as directed by the contracting authority via a Task Order (TO) or via modification to an existing TO. The number, type, and essential skills for Contractor personnel shall be dictated by the nature of the tasks in each TO. The Contractor shall provide personnel during normal operations and during surge or special situations to accomplish the requirements specified in this document. The Contractor shall efficiently and effectively manage the performance under this contract to ensure all the necessary technical and business planning, organizing, managing, coordinating and tracking (e.g., cost, schedule, and deliverables), performance management, resource management, data management, and subcontract management required to perform all activities is accomplished, as required by this PWS. The Contractor will identify a project manager as the focal point of contact for work to be performed under any specific TOs.

C-2.0 USD(AT&L) Offices

The following represent OUSD(AT&L) offices that may require support under this contract:

- Office of the Assistant Secretary of Defense for Acquisition (OASD(A))
 - Tactical Warfare Systems (TWS)
 - Space, Strategic, and Intel Systems (SSI)
 - Command, Control, and Communications (C3), Cyber, and Business Systems (C3CB)
 - Performance Assessments and Root Cause Analyses (PARCA)
 - Joint Operations Support (JOS)
- Acquisition Resources and Analysis (ARA)

- Other offices supporting USD(AT&L)

Other exceptions may apply at the discretion of the Contracting Officer.

C-3.0 Definitions & Acronyms

ARA: Acquisition Resources and Analysis

ASD(A): Assistant Secretary of Defense for Acquisition

ATSS: Analytic & Technical Support Services

CCMD: Combatant Command (CCMD)

CO: Contracting Officer

COR: Contracting Officer's Representative

CPFF: Cost Plus Fixed Fee

DARPA: Defense Advanced Research Projects Agency

DAS: Defense Acquisition System

DASD C3CB: Deputy Assistant Secretary of Defense for Command, Control, and Communication (C3), Cyber, and Business Systems

DASD SSI: Deputy Assistant Secretary of Defense for Space, Strategic, and Intel Systems

DASD TWS: Deputy Assistant Secretary of Defense for Tactical Warfare Systems

DHS: Department of Homeland Security

DoD: Department of Defense

EVM-CR: Earned Value Management - Central Repository

FFP: Firm Fixed Price

GTR: Government Technical Representative

IDIQ: Indefinite-Delivery / Indefinite-Quantity

IT: Information Technology

JCIDS: Joint Capabilities Integration & Development System

MAIS: Major Automated Information Systems

MDA: Milestone Decision Authority

MDAP: Major Defense Acquisition Program

NCR: National Capital Region

NRO: National Reconnaissance Office

OASD(A): Office of the Assistant Secretary of Defense for Acquisition

ODNI: Office of the Director of National Intelligence

OSD: Office of the Secretary of Defense

OUSD(AT&L): Office of the Under Secretary of Defense for Acquisition, Technology and Logistics

PARCA: Performance Assessments and Root Cause Analyses

PPBE: Planning, Programming, Budgeting, and Execution

PWS: Performance-Based Work Statement

Quality Assurance (QA): Those actions taken by the Government to assure services meet the requirements of the PWS

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

Quality Control (QC): Those actions taken by a Contractor to control the performance of services so that they meet the requirements of the PWS.

QPP: Quality Program Plan

S&T: Science and Technology

TIM: Technical Interchange Meeting
TO: Task order issued under the IDIQ

C-4.0 Technical Support Team Tasks

USD(AT&L)'s technical support tasks portfolio encompasses two major functional capability areas:

- Administrative Management and General Management Consulting Services
- Professional, Scientific, and Technical Services

C-4.1 Administrative Management and General Management Consulting Services

Provide operating advice and assistance on administrative management issues, such as financial planning and budgeting, equity and asset management, records management, office planning, strategic and organizational planning, and business process improvement.

C-4.1.1 Program Acquisition Oversight Analyses

Provide support to USD(AT&L) in its DoD Acquisition Oversight role. Assist in the preparation, review, and integration of milestone review documentation, periodic reports, and certifications as identified in DoD 5000.02 and other DoD Directives. Support planning, development, coordination and implementation of initiatives for acquisition program processes, procedures, practices and policies for Major Defense Acquisition Programs (MDAPs) / Major Automated Information Systems (MAIS) and pre-MDAP/MAIS. Support activities serving the Cyber Investment Management Board. Provide expertise in developing performance assessments and analyses of acquisition programs to increase the efficiency of DoD life cycle programs with an emphasis on the integration of efforts across military needs, acquisition, and technology development. Provide expertise in developing earned value management evaluations, standards, policies and best practices. Ensure validated and approved requirements are implemented through design, development, integration, and testing within the established baseline schedule and budget. Ensure project tasks, status reports, and cost and schedule performance reports are consistent with program milestone documentation. Investigate references to new strategy, policy, and provide an assessment of program execution against Milestone Decision Authority (MDA) approved baselines for cost, schedule, and or performance. Prepare and coordinate technical program reviews and analysis of programmatic and fiscal changes. Assist in presenting briefings to Government and prime system contractors in support of acquisition program management.

C-4.1.2 Program Acquisition Milestone Reviews

Provide technical and programmatic evaluation support of MDAP in the DoD Acquisition portfolio. Support OIPT leadership in acquisition program reviews to include Defense Acquisition Boards (DABs), Overarching Integrated Product Teams (OIPTs), Integrating Integrated Product Team (IIPT), Independent Program Assessments (IPAs), Working Groups and Executive Committees, Working Integrated Product Teams (WIPT), Functional Working Groups, Functional Capability Boards (FCBs), Joint Capability Boards (JCBs), Joint Advisory Teams (JATs), Defense Support Teams (DSTs), Joint Requirements Oversight Councils (JROC), Preliminary Design Reviews (PDRs), Critical Design Reviews (CDRs), Nunn McCurdy reviews, or any other acquisition program review that arises as determined by the Government.

C-4.1.3 Program Acquisition Milestone Documentation

Support analysis and maintenance of program acquisition milestone documentation. Documentation may consist of, but not limited to, Defense Acquisition Executive Summary (DAES), Acquisition Program Baselines (APBs), Selected Acquisition Reports (SAR), Program Review (PR), Program Executive Review (PER), Capability Based Assessments (CBAs), Doctrine, Organization, Training, Materiel, Leadership, Personnel, & Facilities (DOTMLP&F), Doctrine Change Requests (DCRs), Initial Capability Documents (ICDs), Capability Development Documents (CDD), Capability Production Documents (CPDs), Analysis of Alternatives (AoAs), Study Plans, Study Reports, and any other program acquisition milestone documentation that arises as determined by the government. Support and maintain other program acquisition documentation that may consist of Acquisition Decision Memoranda (ADM), documenting acquisition decisions, root cause analyses, Nunn McCurdy certification, and any other program acquisition documentation that arises as determined by the Government.

C-4.1.4 Program Support to Acquisition Technical Analyses

Provide support for USD(AT&L) integration with joint military need processes executed by the Joint Staff and support for the joint military command. Provide technical analysis and OASD(A) coordination for Joint Combatant Commander support and corresponding potential technology solutions with operational capability needs. Support in the technical review, analysis, and coordination of USD(AT&L) staffing for joint military needs development and validation led by the Joint Staff and formulated by joint commanders, and integration of acquisition enterprises with associated capability development. Provide expertise and support in developing defense program acquisition strategies to include governance, requirements analysis, roadmap development and implementation. This will require an understanding of current players, capabilities, limitations, risks, and opportunities. Review reports, studies, analyses, and operations as necessary, and issue observations and recommendations to the government decision makers to ensure that the senior leadership of the DoD is presented with comprehensive, integrated, coordinated, and timely appraisals of the complex defense program acquisition challenges that the Department faces now and may expect to face in the future.

Provide support for USD(AT&L) activities with other Departments and Agencies, in particular the Department of Homeland Security (DHS), the Office of the Director of National Intelligence (ODNI), and the National Reconnaissance Office (NRO). Perform analysis and evaluation on appropriate programs and technology activities for applicability to AT&L missions. Review, interpret and develop recommendations based on National, DoD and other Department/Agency strategies and policies. Develop recommendations for Working Group and Steering Group topics and potential cooperative activities with DHS.

C-4.1.5 Preparation of Documentation

Review, conduct analyses, provide technical comments, and develop staffing packages on acquisition and policy level documents and correspondence or requests for programs and activities. Prepare formal official program documents, and correspondence as required. Ensure read ahead material, talking points, and staff packages are prepared, coordinated, and consolidated for executive level review.

C-4.1.6 Preparation and Participation in Meetings, Reviews and Briefings

Participate in scheduled and unscheduled reviews, teleconferences, briefings, working groups, steering groups, and any other periodic meetings and briefings, as required by the Government and provide

meeting minutes, summaries and complete quick response assignments. Organize meetings (including Under Secretary-level meetings), issue invitations, track attendance (including classified meetings), and develop meeting minutes and summaries. Deliver technical recommendations, consolidate working group deliberations, and evaluate action item resolutions.

C-4.1.7 Financial Management (FM)

Conduct financial analyses throughout the Planning, Programming, Budgeting, and Execution (PPBE) cycle. Forecast and provide budget information including execution status and funds reconciliation. Track and report the status of budget execution to ensure proper use of all funds (active, expired, and cancelled). Input and maintain entries to Governmental financial systems, to include Enterprise Business Accountability System (EBAS), OUSD (AT&L) 419 System, WHS Allotment Accounting System (WAAS), Management Analysis Briefing Package (MABP), UltraQuest, Earned Value Management – Central Repository (EVM-CR), Defense Acquisition Management Information Retrieval (DAMIR), Executive Information System (EIS), Defense Financial Accounting System (DFAS), and any other financial management tool or system that arises as determined by the Government. Design, implement, and work with advanced data collection methods, utilizing computer-based spreadsheet applications (e.g., MS Office suite – Excel, Word and PowerPoint; STATA) for the completion, qualitative evaluation, and developing quantitative analysis supported by the data collection/evaluation effort. Assist in tabulation, graphical plotting and other visual presentations of data and analytic results. Maintain proficiency and understanding of current fiscal and appropriations conventions and law.

Conduct analyses throughout the Program and Budget Review (PBR) process. Contribute in development of program submissions to include issue nomination papers, reclaims, and Program Objective Memorandum (POM) inputs. Provide inputs for AT&L position on reports and studies which highlight budget irregularities or potential program issues. Support POM issue team meetings, issue development, drafting of documents, recommendations, position papers, white papers and comments related to the PBR process. Assist in the development of budget submissions to include Operations and Maintenance Documents [O-Docs], Research Development, Test and Evaluation Documents [R-Docs], and Procurement Documents [P-Docs].

C-4.1.8 Congressional Affairs

Assist in the development and coordination of legislative inquiries and legal requirements. Support the legislative process and provide draft testimony appeal and impact statements, review DoD posture hearing materials, and draft responses to Congressional or General Accountability Office (GAO) investigation inquiries. Provide analysis and evaluation of Congressional legislation and report language to include the annual Defense Authorization and Appropriations Acts and any relevant legislation or provision or funding initiatives that affect AT&L equities and acquisition programs.

C-4.1.9 International Affairs

Assist in the development and execution of strategies and plans for potential international engagement in acquisition programs and Foreign Military Sales (FMS). Evaluate international programs based on performance metrics and agreed upon goals and objectives. Develop read aheads and white papers for key USD(AT&L) engagements with the international acquisition and policy communities. Understand provisions for Foreign Export Requirements (FER).

C-4.2 Professional, Scientific, and Technical Services

Perform professional, scientific, and technical analytic study efforts covering a wide range of OASD(A) Acquisition disciplines relevant to OASD(A) technical requirements and mission that produce defined deliverables for specific problem statements that have sufficient research, data analysis, findings, and recommendations. Support topics may include but are not limited to the following:

- Communications and Network Systems
- Command and Control Cyberspace Operations
- Defense Business Systems
- Space Systems
- Space Control
- Intelligence
- Intelligence, Surveillance, and Reconnaissance
- Air Warfare
- Land Warfare and Munitions
- Naval Warfare
- Strategic Warfare
- Unmanned Systems
- Treaty Compliance
- Homeland Defense
- Technology Research and Development
- Military Capabilities Portfolio Assessment
- Military Requirements
- Operations Research
- Earned Value Management
- Root Cause Analyses
- Acquisition Performance Assessments

Within these performance segments, the Contractor is expected to perform specialized technical studies and analyses, participate in meetings and reviews that support the development of specific studies and analyses being performed, and develop the required technical reports and presentation briefings to provide the results of the study/analyses to the DoD community.

Types of technical subject matter expert studies and analytical services may include but are not limited to, technical design reviews, technical portfolio data/statistical analysis, Modeling and Simulation (M&S) analysis, cost analysis, assessments of systems acquisition and programs, development analyses and assessments, Earned Value Management (EVM), Analysis of Alternatives (AoAs), architecture assessments, compliance with DoD guidance, mandates and standards, technology insertion, performance and scalability and interoperability, information management, management and administration, joint experimentation, policy development and improvement, efficiency studies, opportunities for future technical or non-technical solutions, Supply Chain Management (SCM) evaluations, Acquisition performance assessments, Special Access Program (SAP) analysis studies and initiatives, or other technical support study efforts required by the Government and specified in individual Task Orders. It is expected that technical expertise in developing detailed performance assessments and earned value management policy, guidance and tools will be required.

Perform specialized technical studies of defense acquisition products, while coordinating with stakeholder offices to provide actionable recommendations. Identify technical opportunities and make recommendations on plans, programs, policies, procedures for defense acquisition programs and those associated with the cyber portfolio. Provide technical and program management services and prepare program management plans describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout the execution of each study task area.

Provide technical support to guide and facilitate cyberspace capabilities development through the JCIDS, PPBE and Defense Acquisition System (DAS) processes for all cyberspace programs. Support technical direction and integration efforts across DoD Components and for synchronizing critical DoD cyberspace capabilities, assist in conducting cyberspace program assessments, reviews and evaluations to ensure effective Department wide implementation and provide assessments which support leading the development and implementation of Department-wide Cyberspace architecture, technical framework, standards, and strategic approaches. Provide support for Command and Control (C2) activities that develops and integrates the Department's overall C2 strategy, structure and policies and ensures the C2 architecture is compliant with net-centric precepts, information strategy, and joint needs. Provide expertise and support to Communications and Networks activities that develops and implements network-centric policies, architectures, practices, and processes with emphasis on communications and information networks to enable Defense transformation.

C-5.0 Performance Standards and Quality Measurement

C-5.1 Quality Assurance Surveillance Plan (QASP)

The Government will use a quality-assurance review process to monitor the Contractor's performance under this IDIQ and its associated TOs. All Task Orders will include a QASP and will be considered in the requisite annual evaluation of this Contractor's performance. To the maximum extent possible, each task order QASP will provide measurable performance metrics within the below outlined performance thresholds in order to provide objective feedback on contractor performance.

C-5.2 Quality Control (QC)

The Contractor shall institute a complete Quality Control (QC) Program to ensure that the requirements of this contract are fulfilled as specified. At a minimum, the Contractor shall include the following elements in the program:

- A comprehensive inspection system of all the scheduled and unscheduled services required by each TO.
- The name and contact information of the designated QC Inspector and their backup who will be performing the inspections.

- A proactive methodology to identify and correct problems before the Government identifies these problems. Contractor shall notify the Government of any problems.
- An organized, current file of all contractor conducted inspections, corrective actions taken, and follow-up inspections.

C-5.3 Performance Thresholds

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

Accuracy - Work Products will be accurate in presentation, technical content, and adherence to accepted elements of style as described in the OUSD(AT&L) Staff Actions Guide. Written documents will be in formats as specified above and shall be free of grammar and spelling errors.

Appearance - All work products will be neat and attractive, reflecting the role that the USD(AT&L) fulfills and the level at which work products will be used.

Clarity - Work Products will be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.

Consistency to Requirements - All work products must satisfy the requirements of this performance work statement.

File Editing - All text and diagrammatic files will be editable by the Government.

Format - Work Products will be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.

Technical Sufficiency – Work products will reflect proficiency in technical standards and compliance with technical conventions associated with the tasked topic.

Timeliness - Work Products will be submitted on or before the due date specified in this performance work statement or submitted in accordance with a later scheduled date determined by the Government.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-DEC-2014 TO 14-DEC-2019	N/A	OSD AT&I (b)(6) 3600 DEFENSE PENTAGON WASHINGTON DC 20301 (b)(6) FOB: Destination	HQ0157

DELIVERIES OR PERFORMANCE

F-1.0 Government Furnished

The Government shall provide the facilities, equipment, materials, and/or services listed below. Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. As determined by mutual agreement in specific TOs, the Government will provide additional property that may be required in the performance of this effort. At the request of the Government, or at completion of efforts required under this IDIQ, the Contractor will immediately return any Government-provided property, including any equipment, specialized or off-the-shelf software, and all other property provided by the Government for the contractor to use to complete this effort.

F-1.1 Information

The Government will provide the contractors with access to relevant Government facilities, studies, reports, data, and key staff as required to perform the tasks contained in this PWS and associated TOs. The Government will provide timely feedback and comments on Contractor draft deliverables within ten working days of receipt, to ensure final deliverables are received in a timely manner.

F-1.2 Utilities

All utilities in the facility will be available for the Contractor's use in performance of duties. The Contractor shall instruct employees of utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities. On-site support contracted personnel will be provided with building passes for the period of performance and government Information Technology (IT) support. Off-site contracted personnel will be issued temporary building access passes and must use contractor-furnished IT support.

F-1.3 Facilities

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

- Pentagon, to include issuance of building passes and Common Access Cards (CACs) to qualified contractor personnel supporting these tasks. Building pass/access requests shall identify the visit frequency requirement.
- Other sites within the National Capital Region (NCR), as required.

F-2.0 Contractor Furnished

Except for those items specifically stated to be Government Furnished in Section F-1.0, the Contractor shall furnish everything required to perform the PWS. In fulfillment of this effort, the Contractor will provide the deliverables identified in Section F-6.0. All deliverables will be submitted to the COR and/or designated senior official, unless otherwise agreed upon.

F-3.0 Period of Performance

The IDIQ Period of Performance (POP) includes five years.

F-4.0 Place(s) of Performance

The normal place of performance for direct technical staff support is the Pentagon reservation and other sites within the National Capital Region (NCR). Place(s) of performance will be stated in each TO. Project and study tasks are not normally tied to performance in a specific location, though progress reports and deliverables will be conveyed in the Pentagon reservation and other sites within the NCR unless otherwise specified.

F-5.0 Observance of Legal Holidays and Facility Closures

On-site Contractor support personnel shall not normally be required or authorized to work when their assigned facility is on holiday or closed. The following is a list of U.S. Federal holidays and reasons for facility closures:

- New Year's Day, January 1
- Martin Luther King's birthday, the third Monday in January
- President's Day, the last Monday in February
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25
- Any other day/time designated by Federal statute, Executive Order, or Presidential Proclamation.

- Adverse weather conditions or national emergencies may require the Pentagon and other sites within the NCR to close. During periods of inclement weather, the Contractor will be provided the DoD policy regarding weather emergencies and resultant closures.

F-6.0 Task Order Deliverables

All deliverables must meet professional standards and satisfy the requirements set forth in contractual documentation. The Contractor will be responsible for delivering all items specified. All deliverables developed under specific TOs become the property of the U.S. Government. The dates by which specific deliverables must be submitted will be as mutually agreed upon between the Government and the Contractor. Unless otherwise specified, the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The Contractor will have a maximum of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be calendar days unless otherwise specified.

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

The Contractor shall provide specific deliverables as identified by each individual TO. All deliverables shall be submitted to the COR, and selected representatives, unless otherwise agreed upon. In addition to the reports listed below, additional reports/products may be requested as deemed necessary:

Title	Delivery Date/Description
Task Order Orientation Briefing	Within 10 Business Days of Task Order POP Start Date
Monthly Progress and Activity Report	No Later Than 10 Business Days After the Beginning of the Month Covering the Previous Month
Six Month Self-Evaluation	6 months after award
Annual Self-Evaluation	10 Business Days prior to the end of the base period, any subsequent option periods or years, and on delivery of final product
Obligation and Expenditure rates (except FFP contracts)	Updated monthly
Final Project Close-Out Brief	At time of task completion or as specified in Task Order.

Within ten (10) business days of Task Order POP start date, the Contractor will conduct an orientation briefing. The intent of the briefing is to facilitate the communication process between the Government

and the Contractor by introducing key Task Order participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of Task Order requirements and objectives.

Task Order orientation briefing will be held at a location and date and time mutually agreed upon by both parties. At the briefing, the Contractor will outline the approach and schedule for the various subtasks as well as address the control and management mechanisms they will use to oversee their work. They will also identify key and supporting personnel that will be used to accomplish the Task Order. The briefing will result in mutual agreement as to the plans of action related to the various subtasks as well as agreement on personnel being assigned to the Task Order.

F-7.0 Electronic Contractor Manpower Reporting Application (eCMRA)

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

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

Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA**G-1.0 Points of Contact****G-1.1 Government**

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

G-1.1.1 Contracting Officers

All contract administration will be effected by Contracting Officer (CO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The Contracting Officer is:

(b)(6)

*Washington Headquarters Services
Acquisition Directorate (WHS/AD)
1225 South Clark St, Suite 910
Arlington, VA 22202*

(b)(6)

G-1.1.2 Contracting Officer's Representative (COR)

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to him/her, without re-delegation, 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 or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment 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.

The COR supports the CO during administration of this contract by:

- Making final decisions regarding any recommended rejection of deliverables
- Providing technical clarification relative to overall workload matters
- Providing advice and guidance to the Contractor in the preparation of deliverables and services

- Providing acceptance of deliverable products to assure compliance with requirements

All technical direction will be issued in writing by the COR or will be confirmed by the COR in writing within ten (10) calendar days after verbal issuance. A copy of the written direction will be furnished to the CO.

If in the opinion of the Contractor, any instruction or direction issued by the COR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO in writing within five (5) working days after receipt of any instruction or direction.

The COR for the IDIQ contract is:



G-1.1.3 Government Technical Representative (GTR)

The program office point of contact will be identified as the Task Order GTR at individual Task Order award.

The Task Order GTR is the individual within the Program Management function who has overall technical responsibility for this effort. The Task Order GTR provides technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general PWS for this effort.

In addition to providing technical direction, the Task Order GTR will:

- Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the COR to notify the CO, any changes in the requirement
- Assist the Contractor in the resolution of technical problems encountered during performance
- Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within this contract.

NEITHER the COR nor the Task Order GTR has the authority to issue any technical direction which:

- Constitutes an assignment of work outside the general scope of this effort
- Constitutes a change as defined in the "Changes" clause
- In any way causes an increase or decrease in cost or the time required for performance
- Changes any of the terms, conditions, or other requirements of this effort
- Suspends or terminates any portion of this effort

G-1.2 Contractor

G-1.2.1 Program Manager

The Contractor shall provide a Program Manager who shall be responsible for the performance of the work. The names of this person and an alternate who shall act for the Contractor when the Program Manager is absent shall be designated in writing to the Contracting Officer. 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.

G-1.2.2 Task Order Project Manager

The Project Manager for each TO will facilitate communication between the Government and Contractor. The Project Manager will participate in Technical Interchange Meetings (TIMs) upon request of the Contracting Officer (CO) or Contracting Officer Representative (COR) to discuss the status of Contractor efforts and accomplishments in direct relation to specific TOs. In addition, the Project Manager will manage Contractor employees and performance associated with any issued TO, keep the Government apprised of actual or potential Contractor program management problems associated with specific TOs, report unresolved problems to the Government, perform corrective actions for all identified Contractor deficiencies, support periodic meetings, teleconferences, and In Progress Reviews (IPRs) convened at the direction of the CO/COR and/or senior officials to review status of effort, requirements, and accomplishments.

G-2.0 Non-Personal Service Statement

Contractor employees performing services under this PWS will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in this PWS. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in specific TOs may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Part 7.5 and 37.1 of the FAR. The Government will perform the inspection and acceptance of the work provided.

G-3.0 Subcontractor(s)

Consultants and subcontractors may be used if beneficial to the Government.

G-4.0 Organizational Conflicts of Interest (OCI)

The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Washington Headquarter Services, either military or civilian, unless such person seeks and receives approval in accordance with DoD Directive 5500.7, Standards of Conduct and WHS policy.

The Contractor acknowledges that it is familiar with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, and agrees to avoid, neutralize or mitigate such conflicts of interest in accordance with the principles set forth in the FAR.

If performance of any TO requires the Contractor (to include subcontractors) to supply technical support related to systems or projects with which the contractor is already directly concerned, either prime or subcontract, the Contractor shall immediately inform the Contracting Officer. The TO may be withdrawn if a conflict is found. The Contractor shall not undertake performance of any TO which requires it to supply technical support regarding such systems until the notice is given and written consent to proceed is issued by the Contracting Officer.

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 according to the contractor's proposed and approved OCI Mitigation Plan, and shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

G-5.0 TASK ORDER PROCEDURES

The Government will issue the Task Order (TO) Request for Proposal (RFP) to the prime contractor(s) consistent with the ordering procedures contained in the FAR and DFARS.

If the TO Performance Work Statement (PWS) contains a majority of work under NAICS Code 541990, the Government intends to give all multiple award contractors (not set-aside for NAICS Code 541611 awards) a "fair opportunity" to compete unless an exception is authorized in statute or regulation to the "fair opportunity" process (see FAR 16.505(b), and as it may be amended in the future).

If the TO PWS contains a majority of work under NAICS Code 541611, the TO RFP will be set-aside to the small business IDIQ contract holders.

TOs will be issued on a Fixed Price or Cost-Reimbursement Basis (only Fixed Price for small business set-aside). For Fixed Price task order awards, invoicing and payment terms will be negotiated at the individual task order level. For Cost-Reimbursement, the Government may require the submittal of cost and pricing data with proposals.

Performance can only be authorized by issuance of a Task Order or revision thereto issued by the Contracting Officer. Any changes will be issued in writing, will set forth any additional obligation incurred by the Government, will be adequately funded, and shall be signed by the CO in advance of the contractor initiating the change.

G-5.1 Task Order Ombudsman

In accordance with FAR 16.505(a)(10), no protest under FAR Subpart 33.1 is authorized in connection with CO decisions regarding fair opportunity or the issuance of a TO under \$10 million under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract.

The Task Order Ombudsman's role is to review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

The Task Order Ombudsman for this IDIQ is:

(b)(6)

*Deputy Director / Competition Advocate
Washington Headquarters Services
Acquisition Directorate (WHS/AD)
1225 South Clark St, Suite 1202
Arlington, VA 22202*

(b)(6)

G-5.2 Task Order Request for Proposal (RFP)

The Government will issue an RFP which will include at a minimum:

- NAICS Code 541990 vs. 541611 set-aside status
- Performance Work Statement (PWS)
- Period of Performance (POP)
- Anticipated Contract Type(s)
- CLIN Schedule or request for contractor-proposed CLIN Schedule
- Applicable Evaluation Criteria (non-cost and cost factors)
- QASP (may be distributed after Task Order award)
- Questions/Clarifications Due Date
- Proposal Due Date

G-5.3 Task Order Proposal

Each proposal shall include a brief description of the following (if requested in the RFP):

- Technical proposal stating how the Contractor proposes to accomplish the effort, including a description of the performing team member(s) and any requested key personnel (to always include at least a Task Order Project Manager).
- Cost proposal organized by CLIN and any supporting cost details (labor category mix, hours, and rates). Rates shall be at or below those contained in the established Labor Category Pricing attached in Section J of the base IDIQ contract. Discounts are highly encouraged.
- The percentage of the proposed total price for the task order that will go to small businesses either as the prime contractor or as the first tier subcontractor. Small businesses shall be defined by the applicable size standard associated with the NAICS code on that individual task order.
- For each TO RFP after the first, the actual percentage of the total price of previous task orders that went to small businesses either as a prime contractor or a first tier subcontractor. A separate percentage should be submitted for each previous task order received under this contract.

- Resolution of any potential organizational conflict(s) of interest (OCI) or a statement explaining why none exists.
- Any additional input as required by the RFP.

G-5.2 Task Order Evaluation Process

The evaluation process for each Task Order will use a variation on the best value analysis spectrum (LPTA to Trade-Off based on complexity). Non-cost and cost factors will be considered as evaluation criteria. Specific factors will be established by individual TO. In making the best value determination, it is possible that after conducting a tradeoff analysis of the proposals, the lowest price may not necessarily represent the best value.

After proposals have been evaluated against the factors identified in the RFP, and the contractors' rates have been verified, the TO will be awarded to the IDIQ contract holder whose proposal represents the best value to meet the Government's needs.

Contractors are put on notice that, among other evaluation factors listed in the RFP, total small business utilization for the proposed task order may be an evaluation factor. Contractors are also put on notice that after the issuance of the first task order, past performance with regard to proposed small business utilization on previous task orders may be an evaluation factor on every subsequent RFP.

G-5.3 Option Year Four Task Order Pricing

Task Orders must not to exceed a base plus two (2) option years if awarded at any time during the last year (Year 5) of the IDIQ contract. Such TOs must be priced using Year 5 pricing and escalation rates in-line with approved pricing for previous two years' rates.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H-1.0 Key Personnel

The Contractor shall provide highly qualified personnel who generally have experience working with the Department of Defense, Acquisition Technology and Logistics offices, and have an in-depth knowledge of acquisition oversight, operation and technical research analysis, research and development, and congressional affairs. Key personnel requirements, to include both required and desired qualifications, will be detailed within each individual task order PWS.

H-1.1 Service Disabled Veteran Preference

In all contractual requests for technical support, the government may waive selected key personnel to favor military veterans with service-connected disabilities.

H-1.2 Additional Experience/Certification Requirements

The majority of positions in USD(AT&L) require determinate working-level expertise in DoD Acquisition management (inclusive of Research and Development) and the DoD Planning, Programming, Budgeting and Execution (PPBE) process. Individual task orders may require additional certification or proof of prior work experience.

H-2.0 Administrative Requirements

H-2.1 Travel and Other Direct Costs

All travel shall be in accordance with the Government's Joint Travel Regulations (JTR) or Federal Travel Regulation (FTR). Travel vouchers and supporting documents must be presented for payment within 30 days after completion on the travel. Travel may be required for Contractor performance of specific TOs. The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the COR under this effort. All travel shall be approved, by the COR, prior to commencement of travel. The Contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with FAR 31.205-46, "Travel costs." Work will be performed in Contractor and Government facilities located in or around the NCR. Travel requirements include travel to and from the Pentagon and other Government facilities within the Washington DC area; however, local TDY and daily commuting will not be reimbursed. Travel may also be required in support of communications and transformation activities, such as attendance at related conferences and forums.

H-2.2 Clearances

Contractor personnel assigned to support specific TOs and working (assigned desk space) within the Government office spaces shall have and maintain a Secret clearance and must be able to obtain and maintain a Top Secret or TS/SCI clearance as necessary to support mission requirements. Certain TOs may require personnel to possess a Top Secret or Top Secret/SCI clearance at the time of TO award; each TO will indicate the clearance requirements via DD254. The Contractor should have the capability to transport classified information to and from their corporate offices and store classified materials up to

“Secret” level at their off-site office spaces. Security procedures will be in accordance with DoD 5200.2R, “Personnel Security Program;” 5105.2 I-M-1, “Department of Defense Sensitive Compartmented Information Administrative, Security Manual;” DoD 5220.22-M, “National Industrial Security Program” (NISPOM); and DoD 5220.22-M-S, “National Industrial Security Program Supplement” (NISPOMSIP). Required clearance level for contracted support personnel, and in some cases at contractor facilities, will be specified in Task Orders.

H-2.3 Security Requirements

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

H-2.3.1 Physical Security

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

H-2.3.2 Key Control

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

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

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor’s employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

H-2.3.3 Lock Combinations

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor’s Quality Control Plan.

H-2.3.4 Disclosure of Information

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written consent of the Contracting Officer. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor will not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of efforts within this IDIQ. Nothing herein will preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor. Deliverables and associated data rights remain exclusive property of the Government.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not considered public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for purposes and to the extent authorized herein. The Contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the Government has conducted the appropriate security review and granted written approval (e.g. posting information to a public website). Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

H-3.0 Cross-Teaming

Cross-teaming is a teaming arrangement in which Prime Contractors participate as a subcontractor/team member with another prime or team member/subcontractor and/or subcontracts/teams with more than one Prime Contractor. Any Contractor may, for example, compete to be the prime for one team and a subcontractor for another team. It is the Government's policy to recognize the integrity and validity of Contractor team arrangements and to not restrict the market, provided the arrangements are identified and company relationships are fully disclosed in an offer or, for arrangements entered into after submission of an offer, before the arrangement becomes effective. The Government will not normally require or encourage the dissolution of Contractor team arrangements.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-15	Service Contract Reporting Requirements for Indefinite- Delivery Contracts	JAN 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-9	Small Business Subcontracting Plan	JUL 2013
52.219-14	Limitations On Subcontracting	NOV 2011

52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) Alternate I	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2013
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012

52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012

CLAUSES INCORPORATED BY FULL TEXT

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

(a) Definitions. As used in this clause--

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are--
 - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

- (i) To disclose and prevent personal conflicts of interest;
 - (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) To avoid even the appearance of personal conflicts of interest;
- (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
- (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
- (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--
- (i) Failure by a covered employee to disclose a personal conflict of interest;
 - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- (c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--
- (i) Agreement to a plan to mitigate the personal conflict of interest; or
 - (ii) A waiver of the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- (3) The Contractor shall--
- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
 - (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.
- (d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--
- (1) That exceed \$150,000; and
 - (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).
- (End of clause)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than (b)(4) the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum order.** The Contractor is not obligated to honor:

(1) Any order for a single item in excess of (b)(4);

(2) Any order for a combination of items in excess of (b)(4); or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **two years after the end of the POP**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

Special Contract Provision:

If the Government exercises its unilateral right to extend services under FAR 52.217-8, the unit prices for the performance of services during the extension period will be the unit prices contained in the contract for the last exercised period of performance.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to

this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 541611- assigned to HQ0034-14-R-0074.

The Contractor represents that it () is, () is not a small business concern under NAICS Code 541990- assigned to contract number HQ0034-14-R-0074.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero (0) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012)

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of (b)(4)

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar

legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) or DFARS clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) Definitions. As used in this provision--

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued during the Period of Performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.232-7001 DISPOSITION OF PAYMENTS (DEC 1991)

Payment will be by a dual payee Treasury check made payable to the contractor and will be forwarded to that disbursing office for appropriate disposition.

(End of clause)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

(a) Definitions. As used in this clause--

Detainee means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

Interrogation of detainees means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)

(a) Definitions. As used in this clause--

(1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) Items, defined in the EAR as ``commodities,`` ``software,`` and ``technology,`` terms that are also defined in the EAR, 15 CFR 772.1.

(3) Ineligible transferees means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders

administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not ``scrap.``

(5) Serviceable or usable property means property with potential for reutilization or sale ``as is`` or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/ITCSO/CBT/PCARSS/index.cfm>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DoD 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www.DLA.Mil/J-6/DLMSO/Elibrary/Manuals/Milstrap/AP2_Index.asp.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

- (1) Forwarded to the Contracting Officer;
- (2) Credited to the Government as part of the settlement agreement;
- (3) Credited to the price or cost of the contract; or
- (4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

``The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval."`

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

8852.204-7400 MANDATORY CONTRACTOR MANPOWER REPORTING (FEB 2013)

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct technical questions to the help desk at: <http://www.ecmra.mil/> <<http://www.ecmra.mil/>> . [Reference: DPAP memorandum of 28 November 2012, "Enterprise-wide Contractor Manpower Reporting Application."]

Section J - List of Documents, Exhibits and Other Attachments

LABOR RATE TABLES

ATSI Fixed Price On-Site (Government) Rates						
	LABOR CATEGORY	LABOR RATE YEAR 1	LABOR RATE YEAR 2	LABOR RATE YEAR 3	LABOR RATE YEAR 4	LABOR RATE YEAR 5
1	Program Manager - Intermediate	(b)(4)				
2	Project Manager - Intermediate					
3	Earned Value Analyst - Advanced					
4	Earned Value Analyst - Intermediate					
5	Earned Value Analyst - Basic					
6	Operations Research Analyst - Advanced					
7	Operations Research Analyst - Intermediate					
8	Operations Research Analyst - Basic					
9	Physical Scientist - Advanced					
10	Physical Scientist - Intermediate					
11	Principal Technical Expert Consultant - Advanced					
12	Resource/Budget Analyst - Intermediate					
13	Resource/Budget Analyst - Basic					
14	Statistician – Advanced					
15	Subject Matter Expert - Advanced					
16	Subject Matter Expert - Intermediate					
17	Systems/Project Engineer - Advanced					

18	Systems/Project Engineer - Intermediate	(b)(4)
19	Systems/Project Engineer - Basic	
20	Technical Consultant - Advanced	
21	Technical Consultant - Intermediate	
22	Technical Consultant - Basic	
23	Technical Program Analyst - Advanced	
24	Technical Program Analyst - Intermediate	
25	Technical Program Analyst - Basic	
26	Technical Security Specialist - Intermediate	
27	Technical Specialist - Advanced	
28	Technical Specialist - Intermediate	
29	Technical Specialist - Basic	
30	Technical Writer - Advanced	

ATSI Fixed Price Off-Site (Contractor) Rates						
	LABOR CATEGORY	LABOR RATE YEAR 1	LABOR RATE YEAR 2	LABOR RATE YEAR 3	LABOR RATE YEAR 4	LABOR RATE YEAR 5
1	Program Manager - Intermediate	(b)(4)				
2	Project Manager - Intermediate					
3	Earned Value Analyst - Advanced					
4	Earned Value Analyst - Intermediate					
5	Earned Value Analyst - Basic					
6	Operations Research Analyst - Advanced					
7	Operations Research Analyst - Intermediate					
8	Operations Research Analyst - Basic					
9	Physical Scientist - Advanced					
10	Physical Scientist - Intermediate					
11	Principal Technical Expert Consultant - Advanced					
12	Resource/Budget Analyst - Intermediate					
13	Resource/Budget Analyst - Basic					
14	Statistician – Advanced					
15	Subject Matter Expert - Advanced					
16	Subject Matter Expert - Intermediate					
17	Systems/Project Engineer - Advanced					
18	Systems/Project Engineer - Intermediate					

19	Systems/Project Engineer - Basic	(b)(4)
20	Technical Consultant - Advanced	
21	Technical Consultant - Intermediate	
22	Technical Consultant - Basic	
23	Technical Program Analyst - Advanced	
24	Technical Program Analyst - Intermediate	
25	Technical Program Analyst - Basic	
26	Technical Security Specialist - Intermediate	
27	Technical Specialist - Advanced	
28	Technical Specialist - Intermediate	
29	Technical Specialist - Basic	
30	Technical Writer - Advanced	