

PERFORMANCE WORK STATEMENT

FOR

ARTIFICIAL INTELLIGENCE TALENT 2.0
Chief Digital and Artificial Intelligence Officer (CDAO)

8 July 2022

Contents

- SECTION I - DESCRIPTION OF SERVICES..... 5
 - 1.1 Background..... 5
 - 1.2 Scope..... 5
 - 1.3 Authorized BOA Users 6
- SECTION II – TASK DESCRIPTIONS..... 6
 - 2.1 Technical Management 6
 - 2.2 Program Management 8
- SECTION III - SERVICE SUMMARY 8
- SECTION IV - DELIVERABLES 9
 - 4.1 Deliverables/Ad-Hoc Reports.10
 - 4.2 Program Management Reviews.....11
 - 4.2.1 Attend quarterly PMRs, as notified by the Government.....11
 - 4.2.2 Meeting Minutes.....11
 - 4.3 Problem Notification Reports.11
 - 4.4 Monthly Status Reports.11
 - 4.5 Project Management Plan (PMP).....11
- SECTION V - GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, MATERIAL, INFORMATION, OR SERVICES.....12
 - 5.1 Government Furnished Property, Equipment, Material, Information, or Services...12
 - 5.2 Contractor Acquired Property.....12
- SECTION VI - GENERAL INFORMATION.....12
 - 6.1 Scheduling Concerns.12
 - 6.1.1 Duty Hours.....12
 - 6.1.2 Core Duty Hours and Base Shutdown/Inclement Weather.....13
 - 6.2 Kickoff Meeting/Orientation Meeting13
 - 6.2.1 Kickoff Agenda.13
 - 6.2.2 Draft Agenda.14
 - 6.2.3 Kickoff Location.....14
 - 6.3 Transition-In Plan.....14
 - 6.3.1 Transition-In Plan.14
 - 6.3.2 Communication.14
 - 6.4 Transition-Out Plan14
 - 6.4.1 Transition-Out Plan.....14
 - 6.4.2 Communication.15

6.4.3 Incumbent Employees.....	15
6.5 Quality Control Plan.....	15
6.6 Contractor Manpower Reporting.....	15
6.6.1 Labor Hour Reporting.....	16
6.6.2 Subcontractor Manpower Reporting.....	16
6.7 Security Instructions.....	16
6.7.1 Physical Security.....	16
6.7.2 Access Control.....	16
6.7.3 Pass and Identification Items.....	16
6.7.4 Retrieving Identification Media.....	16
6.7.5 Weapons, Firearms, and Ammunition.....	16
6.7.6 Communications Security (COMSEC).....	17
6.7.7 Security Requirements.....	17
6.7.8 Contractor Identification.....	17
6.7.9 Drug, Tobacco, and Alcohol Use Policy.....	18
6.8 Travel.....	18
6.8.1 Local Travel.....	18
6.8.2 CONUS Travel.....	18
6.8.3 OCONUS Travel.....	18
6.8.4 Additional Guidance.....	18
6.8.5 Trip Reports.....	18
6.9 Employee Accountability & Turnover.....	18
6.9.1 Staffing of Contractor Personnel.....	19
6.9.2 List of Employees.....	19
6.10 Miscellaneous Paragraphs.....	19
6.10.1 Freedom of Information Act (FOIA).....	19
6.10.2 For Official Use Only (FOUO).....	19
6.10.3 Privacy Act.....	19
6.10.4 Records.....	19
6.10.5 Safety Concerns.....	19
6.10.6 Project Policy.....	19
6.10.7 Inherently Governmental Functions.....	20
6.10.8 Ethics.....	20
6.10.9 Professional Appearance of Workspace.....	20

6.10.10 Non-Personal Services.....20

6.10.11 Publications.....20

6.11 Contractors in the Workplace.....20

6.12 Data Rights.20

6.13 Government Furnished Equipment Property, Equipment, Material, Information, or Services.....20

SECTION VII - ORGANIZATIONAL CONFLICT OF INTEREST (OCI)21

7.1 Organizational Conflict of Interest.....21

SECTION I - DESCRIPTION OF SERVICES

1.1 Background

The Chief Digital and Artificial Intelligence Officer (CDAO) is the lead for all AI work within Department of Defense (DoD) and is responsible for transforming the department.

On December 8, 2021, the Deputy Secretary of Defense created the position of Chief Digital and AI Officer (CDAO) to serve as the Department's senior official responsible for strengthening and integrating data, artificial intelligence, and digital solutions in the DoD. Stood up in February 2022 by integrating the Joint Artificial Intelligence Center (JAIC), Defense Digital Services (DDS), the Chief Data Officer, and the enterprise platform Advana into one organization, the CDAO is building a strong foundation for data, analytic, and AI-enabled capabilities to be developed and fielded at scale. Part of this foundation is ensuring the Department has the necessary people, platforms, and processes needed to continuously provide business leaders and warfighters with agile solutions. CDAO reached full operating capacity on 01 June 2022 and will be fully stood up under Washington Headquarters Services (WHS) effective October 9, 2022. The CDAO is offering this Basic Ordering Agreement (BOA) to all DoD agencies to provide top-tier AI staff in support of their mission.

To achieve its mission, the CDAO:

- Shapes DoD policies to accelerate the development and delivery of AI-enabled capabilities
- Develops, maintains, and executes Department-level governance of AI
- Contributes to DoD strategic planning initiatives, such as the NDS and DPG to understand and shape priority Joint and enterprise AI-enabled capabilities

The current functions of DoD AI agencies include:

- Oversee the development of strategies to reduce technology and non-technology barriers to AI adoption
- Ensure warfighting operations are functioning consistently to identify and exploit modernization opportunities
- Coordinate information flow across the agency and with other agencies
- Manage taskers and monitor performance measures
- Elucidate use cases for AI
- Deliver sustainable, useful, reliable AI Products
- Inform Operation infrastructure design
- Inform doctrine
- Inform talent development/management
- Educate leaders
- Improve data (collection, curation, storage, and sharing)

1.2 Scope

The Contractor shall provide industry-leading, AI-related, non-traditional program and technical management support services and work products to DoD programs, cyber community and customers under individual call orders. Specific call order scope will be identified at the call order level.

1.3 Authorized BOA Users

The BOA is decentralized and open to all DoD agencies and may be awarded from by utilizing a local contracting office or by contacting Army Contracting Command – Rock Island (ACC-RI) for acquisition support if no contracting office exists.

Contracting Office's shall utilize the AI Talent 2.0 Ordering Guide for the preparation, solicitation, evaluation, and award of call orders.

1.4 Key Government Personnel

Ordering Contracting Officer (OCO) – The Contracting Officer who is executing the call order against the BOA. May also be the Contract Officer (KO).

Contracting Officer (KO) – The Contracting Officer who maintains the BOAs and is the ultimate decision authority on this contract. May also be the OCO.

Order Contracting Officer's Representative (OCOR) – The Contracting Officer's Representative at the requiring agency.

SECTION II – TASK DESCRIPTIONS

DoD AI teams are cross-functional teams of engineers, enablers and managers. The Contractor serves as a catalyst to improve the continual and consistent touch points with senior leaders, programs of record, workgroups and data owners in their respective communities. DoD AI teams are led by domain experts and enabled by expert engineers.

2.1 Technical Management

1. Agile Development - provide subject matter expertise to support agile development using methodologies based on iterative development, requirements and solutions. The requirements and solutions evolve through collaboration between self-organizing cross-functional teams, customers, and end users. Agile Development could include supporting adaptive planning, evolutionary development, early delivery, and continual improvement to rapidly and flexibly respond to change.
2. Cyber Analytics - provide subject matter expertise in computer security, computer and network administration, and auditing support using cyber analytics. This could include reviewing data patterns and applied algorithms and statistical analyses to ensure detected anomalies are meaningful.

3. Cybersecurity - assist in the management and administration of the network, performance, and maintaining network security. This could include managing and administering the total DCO infrastructure, platforms, systems, applications/tools, performance, and maintenance over system security.
4. Cybersecurity Risk Management - support the management of information and risks related to the use, processing, storage, and transmission of information or data and the systems and processes used for those purposes.
5. Integration - provide engineering subject matter expertise to the integration and combining of components (i.e., systems, subsystems, applications, or parts thereof) of capabilities to create Family of Systems, Systems of Systems, and Interoperability between systems.
6. Security/Development/Operations (SEC/DEV/OPS) - provide subject matter expertise to support Sec/Dev/Ops. This could include supporting security activities that occur before development or operations, as well as throughout the entire life cycle. Security requirements shall have automated tests created and added to the automation suites so they can run continuously to ensure that security is inclusive throughout the cycle.
7. Systems Engineering - provide engineering support that focuses on how to design and manage complex systems over their lifecycles. This includes design, implementation, and maintenance of complex databases, access methods, access time, device allocation, validation checks, organization, protection and security, documentation and statistical methods.
8. Systems Maintenance and Sustainment - provide consulting services to ensure systems receive corrective, adaptive, perfective, and preventive maintenance.
9. System Security Engineering - assist in the integration research and technology protection into the development of products, systems and standards/specifications, providing life-cycle protection for the DCO-MN and other systems and products. This could include "design-in" necessary countermeasures and "engineer-out" vulnerabilities.
10. ML Model Development, ML Operations and Applied Data Science - provide subject matter expertise to support machine learning model development, testing, deployment, integration and sustainment. This includes evaluating the mission problem in context; deep evaluation of available data; selection of an appropriate ML modeling approach, training and testing data, and model benchmarks; preparation of the ML ops pipeline and training data; model training, testing and optimization; and model deployment, operational testing and sustainment/refinement
11. Testing - provide initial technical expertise to prepare requirements and specifications through testing. Evaluate results to assess progress of design, performance, supportability, etc. Support developmental test and evaluation

(DT&E) to reduce risk throughout the acquisition cycle and/or operational test and evaluation (OT&E) to operate the actual or simulated employment, by typical users, of a system under realistic operational conditions.

2.2 Program Management

1. Administration/Operations - execution of day-to-day requirements, such as management of schedules, calendars, databases, documents, distribution of information, data input, reporting, and document control. This could also involve complex evaluations of existing procedures, processes, technique, models, and/or systems related to management problems.
2. Graphics - visual communications support to inspire and inform audiences through both physical and virtual art forms.
3. Logistics - management of the flow of resources between the point of origin and the point of consumption to meet requirements, to include lifecycle and asset management.
4. Project Management - assist in planning, developing, testing, and documenting projects, to include applying business process improvement practices, modernizing projects, acquisition process/planning, and reengineering old methodologies/principles. Support agency teams in development and management of project milestones, goals, and deliverables.
5. Training - provide the principles and techniques of instructional design methodology to develop and deliver training materials and programs as well as provide customized education and training in varied venues and locations.

SECTION III - SERVICE SUMMARY

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement and will be assessed on an "Acceptable" or "Unacceptable" basis (with exception to first performance objective). Additional deliverables may be incorporated into individual call orders with concurrence between the Contracting Officer (KO) and the requiring activity.

Performance Objective	PWS Paragraph	Performance Threshold	Method of Surveillance
Provide qualified personnel at Call Order start	6.3	Performance is: <ul style="list-style-type: none"> - excellent when >95% - very good when >90% - satisfactory when >85% - marginal when >80% - unacceptable when <80% 	OCOR Inspection 30 calendar days after performance start

		... of qualified personnel are on the job at the start of the call order, unless previously negotiated by the KO.	
Maintain stable workforce	N/A	Performance is acceptable when turnover is less than 20% during any performance year. The CPARS rating for Management will be negatively affected if the contractor exceeds the maximum 20% turnover rate on any call order.	Personnel attrition will be documented by the OCOR and annotated on the annual CPARS rating
Effectively replaces/substitutes key personnel	N/A	Performance is acceptable when vacancies are filled with qualified personnel within 30 calendar days of vacancy, unless approved in writing or otherwise directed by the KO AND there is no mission impact due to vacancies or unqualified personnel.	Tracked by the OCOR at time of vacancy
Develop and submit all required deliverables	4.0	Performance is acceptable when 95% of deliverable requirements are met and received on time AND information is accurate/complete.	See deliverable due dates
Maintain professional workplace	6.11	Performance is acceptable when there are <2 incidents per year.	Complaints or written reports to OCOR/KO

*An **incident** references any action that results a significant negative impact on team members (both gov and ctr), contract performance, creates a hostile work environment, or other actions similar in nature.

SECTION IV - DELIVERABLES

The Contractor shall provide deliverable(s) in a format mutually agreed upon by the Government and the Contractor.

The following enumerated deliverables are not expected to change. Due Date intervals are not expected to change but actual dates may need to be revised depending on actual contract start date. Additional deliverables may be added at the Call Order level.

DELIVERABLE	PWS PARA	DUE DATE	DELIVERY
Monthly Status Report (MSR)	4.4	15 th business day of each month	By email to the OCOR
Technical Meeting Minutes/Reports	N/A	NLT one (1) business day after the meeting	By email to the OCOR
Kickoff Meeting Agenda	6.2.1	NLT 7 business days after BOA award	By email to the OCOR
Quality Control Plan	6.5.2	Submitted at Kickoff Meeting and annual revisions submitted 15 business days after each exercise of option year	By email to the OCOR AND presented at Kickoff
Key Executive's Contact List	N/A	Within five business days of contract award and as updates occur	By email to the OCOR
Program Management Reviews (PMR)	4.2	Quarterly, scheduled by the OCOR	Email slides to the OCOR 7 days before scheduled PMR
Problem Notification Reports	4.3	15 business days after contract award and monthly thereafter to be delivered with the MSR	By email to the OCOR
Deliverables/Ad-Hoc Reports	See Individual Call Orders	As required per call order	Gov. Program Manager, OCOR, Project Lead via electronic format
Transition In Plan	6.3	NLT 14 calendar days after receipt of call order	Gov. Program Manager, OCOR, Project Lead via electronic format
Transition Out Plan	6.4	60 calendar days before end of the period of performance	Gov. Program Manager, OCOR, Project Lead via electronic format
OCI Plan	Section VII	10 business days after award, update as required	Email to KO

4.1 Deliverables/Ad-Hoc Reports. The Contractor shall provide deliverables as specified in the BOA and individual Call orders. If a deliverable due date falls on a weekend or holiday, the Contractor shall submit the deliverable on the last workday prior to the due date. The contractor shall provide task-specific reports, informal analyses, papers, opinions, databases, briefings, etc. generated on an as-required (ad-hoc) basis during the performance of this contract and other deliverables as detailed in the BOA PWS and Call order PWS.

4.2 Program Management Reviews

4.2.1 Attend quarterly PMRs, as notified by the Government. The KO, Project/Program Manager (PM), and other Government personnel, as appropriate, will meet quarterly with each vendor to review performance. PMRs will cover status and feedback on performance measures, Contractor performance, and any significant events. PMRs are intended to serve as an opportunity for open and frank discussions on the current status of the contract and applicable call orders. The Contractor will provide advance copies of PMR agendas, seeking Government input/discussion items and will provide meeting minutes for Government review and approval prior to making them official. The Contractor shall provide written notice to the PM and OCOR identifying any areas of nonoccurrence.

4.2.2 Meeting Minutes. The contractor shall provide detailed meeting minutes as requested and required in the format agreed upon by the contractor and the Government. Meeting minutes are due as specified at the call order level.

4.3 Problem Notification Reports. The contractor shall file a Problem Notification Report (PNR) to notify the Government of schedule delays, assumptions upon which tasks were based, and any/all other perceived contractual issues. The PNR shall include a plan detailing the proposed resolution. The contractor shall file the PNR as soon as possible, but no later than two business days after the contractor's discovery of the issue(s).

4.4 Monthly Status Reports. The contractor shall provide a Monthly Status Reports (MSR) to the OCOR for call order specific performance in electronic format for each call order issued, documenting call order services provided, issues, and progress. The report will detail contractor activities during the reporting month and plans for the following two months, to include turnover. The report will include a summary of work performed and deliverables completed, current or projected problems and issues and their resolution, an explanation of deviations from the previous month's projections, and any recommendations related to the effort. The report shall detail trip reports for the month of service. The report shall analyze the current call orders and provide call order accounting information.

4.5 Project Management Plan (PMP). The contractor shall develop and maintain, throughout the contract period of performance, a PMP with integrated master schedule that shall be used as a foundation for information and resource management planning. The contractor shall cover PMP details with the Government during MSR's. The PMP shall include, but not be limited to, the following:

- Status of current and planned tasks and subtasks
- Base schedule overlaid with actual schedules, for each task
- Project Organization
- Project Transition Processes and Schedule
- Work Breakdown Structure (WBS)
- Process Management and Control

- Overall Organizational Structure
- Project Responsibilities to include process flowcharts for all major tasks
- Task dependencies and interrelationships
- Contractor personnel assignments and duration (Staffing Plan)
- Updated Deliverable Schedule (based on solution)
- Deliverables (draft, interim, final, etc.),
- Contingency Plans (where appropriate),
- Contractor travel information
- Quality Control plan
- Risk Management plan
- Subcontract Management (organization of personnel, software and hardware)
- Monitoring mechanisms including Program Metrics
- Automated Tools, Techniques, and Methods

4.5.1 The contractor shall keep the integrated master schedule up to date, keep it accessible electronically at any time, and be prepared to brief any PMP content to the Government at short notice (within 24 hours). The PMP may be used as a foundation for the Monthly Status Report.

SECTION V - GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, MATERIAL, INFORMATION, OR SERVICES

5.1 Government Furnished Property, Equipment, Material, Information, or Services. Contractors will be provided Government Furnished Property (GFE) laptops, Common Access Cards (CACs), and access to government facilities to complete tasks.

5.2 Contractor Acquired Property. The contractor will not be required to acquire any property.

SECTION VI - GENERAL INFORMATION

6.1 Scheduling Concerns.

6.1.1 Duty Hours. The Contractor shall have access to the Government facility five days per week, Monday through Friday, eight hours a day, except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings, unless otherwise approved. Contractor personnel are expected to conform to the requiring agency's normal operating hours; however, the Contractor may require access to the Government facility outside of duty hours based on the agency's needs. As a baseline, Contractor personnel shall work 8 hours per day, 40 hours per week. Compensatory time arrangements are permissible for temporary spikes in worktime; however, overtime pay is prohibited without OCOR and OCO approval. Federal Holidays shall be observed in accordance with Office of Personnel Management policy.

Contractor personnel may telework if approved in writing by the OCOR or if telework is considered normal operations at the requiring agency (to be determined prior to award of the call order). If telework is approved conditionally, approval shall be obtained NLT 24 hours prior to the employee teleworking.

6.1.2 Core Duty Hours and Base Shutdown/Inclement Weather. Core duty hours are 0800 - 1600, Monday through Friday (excluding federal holidays) unless determined otherwise by the requiring agency and OCOR at the call order level. The Contractor shall follow guidance of the agency containing their place of performance to determine reporting schedules whether due to a base closure or inclement weather. The website for guidance regarding status of performance for work to be performed in the National Capital Region (NCR) is <http://www.opm.gov/status/>. *If place of performance is outside of the NCR, please work with the assigned OCOR for policy on inclement weather and base shutdown.*

6.2 Kickoff Meeting/Orientation Meeting

6.2.1 Kickoff Agenda. The Contractor shall schedule and coordinate a Project kick-off Meeting after award of a call order. The meeting will provide an introduction between the Contractor personnel and Government personnel who will be involved with the contract. The meeting will provide the opportunity to discuss technical, management, and logistical issues; travel authorization; communication process between Government and Contractor; and reporting procedures. At a minimum, the attendees shall include key Contractor personnel, the contracting office, key Government representatives, and the OCOR. The Contractor shall provide a Kick-Off Meeting Agenda that will include, but not be limited to, the following:

- Introduction of personnel
- Overview of project tasks
- Review of organization (complexity)
- Schedule (shows major tasks, milestones, and deliverables; planned and actual start and completion dates for each) IS this necessary as this is a staff support contract.
- Communication Plan/lines of communication overview (between both Contractor and Government)
- Discussion of draft Program Management Plan (PMP) *(If this is requested, please include in Section II and in your deliverables table)*
- Travel notification and processes
- Government-furnished information (GFI) *(Items that may not be included in Section V)*
- Security requirements (Building access, badges, Common Access Cards (CAC))
- Analytical Support Status Accreditation (ASSA) Documentation
- Invoice procedures
- Monthly meeting dates
- Reporting Requirements such as a Monthly Status Report (MSR)
- POCs

- Roles and Responsibilities
- Overview of incoming Transition Plan to include process, timeframes, and status
- Prioritization of Contractor activities
- Any initial deliverables
- Other logistic issues
- Quality Control Plan (QCP)
- Sensitivity and protection of information
- OCI Mitigation Plan
- Additional issues of concern (Leave/back-up support)

6.2.2 Draft Agenda. The Contractor shall provide a draft copy of the agenda NLT 3 business days after contract award for review and approval by the OCOR prior to finalizing. The Government will provide the Contractor with the number of participants for the kick-off meeting and the Contractor shall provide sufficient copies of the presentation for all present.

6.2.3 Kickoff Location. The Kickoff Meeting location will be held in-person at a location (physical or virtual) as designated by the OCO and the date and time will be mutually agreed upon by both parties.

6.3 Transition-In Plan

6.3.1 Transition-In Plan. The Contractor shall provide a Transition-In Plan at the Kickoff Meeting and after receipt of a new call order. The plan shall facilitate the accomplishment of a seamless transition from the incumbent Contractor (if applicable) and incoming Contractor. The Contractor shall identify how it will coordinate with the incumbent Contractor and Government personnel to transfer knowledge regarding the following:

- Project management processes
- Points of contact
- Location of technical and project management documentation
- Status of ongoing technical initiatives
- Transition of key personnel
- Schedules and milestones
- Actions required of the Government
- Coordination of IT related programs, issues

6.3.2 Communication. The Contractor shall also establish and maintain effective communication with Government personnel for the period of the transition via weekly status meetings per the OCOR's direction.

6.4 Transition-Out Plan

6.4.1 Transition-Out Plan. The Contractor shall provide a Transition-Out Plan NLT than 30 calendar days prior to expiration of the contract. The plan shall facilitate the

accomplishment of a seamless transition from the incumbent to an incoming Contractor (if applicable). In addition, the Contractor will continue to accomplish all tasks as outlined in the contract during this period. The current Contractor shall identify how it will coordinate with the incoming Contractor and Government personnel to transfer knowledge regarding the following:

- Project management processes
- Points of contact
- Location of technical and project management documentation
- Status of ongoing technical initiatives
- Transition of key personnel
- Schedules and milestones
- Actions required of the Government
- Coordination of IT related programs, issues

6.4.2 Communication. The Contractor shall also establish and maintain effective communication with the Government personnel for the period of the transition via weekly status meetings per the OCOR's direction.

6.4.3 Incumbent Employees. Current employees under this contract may be interviewed for possible employment by a succeeding Contractor; however, the Contractor will have the first right of refusal. The current Contractor will release any employee who chooses to be employed by a succeeding Contractor. The current Contractor will assist by orienting assigned employees of the succeeding Contractor during the last 30 calendar days of the period of this contract, if directed by the KO. The Government shall make available to such employees existing Government Furnished Property listed under Section V of this PWS. Items that are not accountable, such as desks, chairs, telephones, and other normal office equipment and office supplies during the orientation period, will only be transferred to the incoming Contractor if items were solely purchased by the current Contractor's company.

6.5 Quality Control Plan.

The Contractor shall develop and maintain an effective quality control program to ensure services are performed IAW this PWS, applicable laws and regulations, and best commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services with special emphasis placed on those services listed in this PWS. The Contractor's quality control program is the means by which it assures itself that the work complies with the requirement of the contract.

The Government reserves the right to monitor and evaluate the quality of services provided and compliance with the contract terms and conditions at any time.

6.6 Contractor Manpower Reporting

6.6.1 Labor Hour Reporting. The Contractor shall report ALL labor hours (including subcontractor labor hours) required for performance of services provided under this contract via the secure manpower reporting data collection tool within the System for Award Management (SAM) site. The Contractor is required to completely fill in all required data fields at: <https://www.sam.gov>. Reporting inputs shall be for the labor executed during the period of performance for each Government fiscal year (FY), which runs 1 October through 30 September. While inputs may be reported anytime during the FY, all data shall be reported not later than 31 October of each calendar year. The Contractor may direct questions to the sam.gov help desk.

6.6.2 Subcontractor Manpower Reporting. Prime Contractors are responsible to ensure all subcontractor data is reported. Subcontractors will not be able to enter any data into sam.gov.

6.7 Security Instructions

6.7.1 Physical Security. The Contractor shall safeguard all Government property, documents and controlled forms provided for Contractor use and adhere to the Government property requirements contained in this contract. At the end of each workday, all Government facilities, equipment, and materials shall be secured by a Government POC. Contractors are not allowed to secure Government facilities, equipment, and materials.

6.7.2 Access Control. The Contractor shall establish and implement methods of ensuring that no building access instruments issued by the Government are lost, misplaced or used by unauthorized persons. Access codes shall not be shared with any person(s) outside the organization. The Contractor shall control access to all Government provided lock combinations to preclude unauthorized entry. The Contractor is not authorized to record lock combinations without written approval by the OCOR. Records with written combinations to authorized secure storage containers, secure storage rooms, or certified vaults, shall be marked and safeguarded at the highest classification level as the classified material maintained inside the approved containers.

6.7.3 Pass and Identification Items. The Contractor shall ensure the pass and identification items required for contract performance are obtained for employees and non-government owned vehicles.

6.7.4 Retrieving Identification Media. The Contractor shall retrieve all identification media, including vehicle passes, from employees who depart for any reason before the contract expires.

6.7.5 Weapons, Firearms, and Ammunition. Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their Contractor-owned vehicle or privately-owned vehicle while on any military facility.

6.7.6 Communications Security (COMSEC). Contractors may require access to COMSEC information. The Contractor shall not require a COMSEC account. Access shall be controlled by the sponsoring agency. Access to COMSEC material by personnel is restricted to US citizens holding final US Government clearances. Such information is not releasable to personnel holding only reciprocal clearances. If it is determined the Contractor is required to access COMSEC information, the necessary training information and courses shall be provided by the OCOR. The DD Form 254 shall give further instructions on safeguarding and managing COMSEC material.

6.7.7 Security Requirements. A DD Form 254, Contract Security Classification Specification, applies to this BOA. Call orders on this BOA can support up to Top Secret (SCI/SAP). Classification requirements will be established at the call order level. When responding to COPR, proposed personnel shall possess the minimum security clearance, or higher required, prior to proposal submission or being issued a Common Access Card (CAC). There is one exception that pertains to Contractor personnel with an interim security clearance. Contractor personnel must have a SECRET security clearance prior to performance on a Call order if they require a Pentagon-sponsored government e-mail. All Contractor personnel must maintain the level of security required for their contracted duties for the life of the contract.

The security requirements are in accordance with the attached DD Form 254. Any extracts or use of such data shall require the Contractor to apply derivative classifications and markings consistent with the source from which the extracts were made in accordance with DoDM 5200.1 Volumes 1-4, Information Security Program, a manual for safeguarding classified information; and Executive order 12356, Classified National Security Information. Pursuant to DoD 5220.22M; Chapter 6, Visits and Meetings; the contractor shall submit visit requests to applicable security managers (see OCORs for security manager POCs). Contractor shall complete necessary documentation for sub-contractor(s) associated with each BOA holder.

The Contractor's facility identified in Block 6 in the DD Form 254 shall be cleared as a Top Secret facility at the time of proposal. Contractor facility verification is through the Industrial Security Facilities Database (ISFD) using the company commercial and Government entity (CAGE) code submitted with its proposal. In the event that a company has more than one CAGE Code assigned, the CAGE Code submitted with its proposal shall be for the facility where the actual work is performed in support of this BOA. "Personnel" clearance is different from "Facility" clearance.

A DD254 and mitigation plan will need to be provided immediately to the OCOR and OCO for any change of contractor or subcontractor status.

6.7.8 Contractor Identification. All Contractor personnel shall wear the DoD issued Common Access Card on their person when away from their immediate work area, to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone or via electronic mail, Contractor personnel shall identify themselves as a contractor to avoid situations

arising where sensitive topics might be better discussed solely between Government employees. Contractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signature blocks shall identify their company affiliation. Where practicable, contractors occupying co-located space with their government program customer should identify their workspace area with their name and company affiliation or at a minimum, with "Contractor" after their name.

6.7.9 Drug, Tobacco, and Alcohol Use Policy. The consumption of alcoholic beverages or illegal drugs by contractor personnel, while on duty, is strictly forbidden. Contractor shall immediately remove any employee who is under the influence of alcohol or drugs.

6.7.10 DoD Policy and Cybersecurity. DoD policy states that Cybersecurity requirements shall be identified and included in the design, acquisition, installation, operation, upgrade, or replacement of all DoD information systems. This includes systems and processes developed within the Defense Acquisition System, systems and processes developed at private expense, outsourced business processes supported by private sector information systems, and outsourced information technologies. Information technology services provided under this BOA must comply with statutory and regulatory Cybersecurity policy. Any new laws or policies applicable to Cybersecurity after issuance of this BOA will be incorporated into the basic BOA unilaterally without equitable adjustment to the basic BOA unless determined otherwise by the KO.

6.8 Travel

6.8.1 Local Travel. Local travel to attend meetings or events may be required at no cost to the Government. Travel within the National Capital Region commuting vicinity is considered a cost of doing business and shall not be separately reimbursed.

6.8.2 CONUS Travel. Prior to travel, the Contractor shall coordinate with, and receive approval from the OCOR, at least 10 business days prior to the trip taking place.

6.8.3 OCONUS Travel. (e.g., to EUCOM and/or PACOM Area of Responsibility) Prior to travel, the Contractor shall coordinate with, and receive approval from the OCOR, at least 20 business days prior to the trip taking place. Theater Business Clearances shall be obtained, as necessary, prior to travel.

6.8.4 Additional Guidance. Further guidance for Contractor travel can be found at <https://www.defensetravel.dod.mil/site/faqctr.cfm>.

6.8.5 Trip Reports. Following each trip, the Contractor shall prepare and deliver Trip/After Action Reports IAW local guidance. The trip report shall be completed in accordance with the requiring activity's guidance.

6.9 Employee Accountability & Turnover

6.9.1 Staffing of Contractor Personnel. Contractor shall provide a stable workforce, throughout the duration of the contract, by maintaining an 80% or less employee turnover rate. No positions shall remain vacant for more than 30 business days. The government shall not be billed for positions left vacant unless otherwise coordinated and approved by the KO.

6.9.2 List of Employees. The Contractor shall maintain a current listing of employees assigned under this contract and identify those who are key personnel. The list shall include the employee's name, social security number and level of security clearance. The list shall be validated and signed by the company Facility Security Officer (FSO) and provided to the KO, PM, and Servicing Security Activity. An updated listing shall be provided upon request.

6.10 Miscellaneous Paragraphs.

6.10.1 Freedom of Information Act (FOIA). All official Government records affected by this contract are subject to the provisions of the FOIA (5 U.S.C. 552/DoD 5400.7-R). Any request received by the Contractor for access/release of information from these records to the public (including Government/Contractor employees acting as private citizens), whether oral or in writing, shall be immediately brought to the attention of the KO for forwarding to the requiring activity's FOIA Manager to ensure proper processing and compliance with the Act.

6.10.2 For Official Use Only (FOUO). The Contractor shall comply with DoD 5400-7-R, Chapter 4, FOIA Program requirements. This regulation sets policy and procedures for the disclosure of records to the public and for marking, handling, transmitting, and safeguarding FOUO material.

6.10.3 Privacy Act. Work on this contract may require that personnel have access to information protected by the Privacy Act. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations when handling such information.

6.10.4 Records. All records created and received by the Contractor in the performance of this contract shall be maintained and readily accessible. Records shall remain the property of the Government.

6.10.5 Safety Concerns. The Contractor is solely responsible for compliance with OSHA standards for the protection of their employees. The Government is not responsible for ensuring that Contractors comply with "personal" safety requirements that do not present the potential to damage Government resources.

6.10.6 Project Policy. The Contractor shall comply with all industry standards. All work shall be done in accordance with all federal, local, and state laws and regulations.

6.10.7 Inherently Governmental Functions. The Contractor shall not perform inherently Governmental functions as defined in FAR Part 7.5 in relation to this PWS.

6.10.8 Ethics. The Contractor shall not employ any person who is an employee of the US Government if employing that person would create a conflict of interest. Additionally, hiring actions should comply with all necessary guidance, such as DoD 5500-7, Joint Ethics Regulation.

6.10.9 Professional Appearance of Workspace. The Contractor shall keep workspace areas neat and orderly and avoid conditions leading to safety violations.

6.10.10 Non-Personal Services. The Government shall not supervise or task Contractor employees in any manner that generates actions of the nature of personal services, or that creates the perception of personal services. It is the responsibility of the Contractor to manage its employees directly and to guard against any actions that are of the nature of personal services or give the perception of personal services to the Government or to Government personnel. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it is the Contractor's responsibility to notify the KO immediately. Non-personal Contractor services shall not be used to perform work of a policy/decision making or management nature.

6.10.11 Publications. Any publications produced under this contract must be reviewed and co-authored by a government employee of the requiring activity. Any contractor employee may assist government personnel in the authoring of publications and may not independently publish articles, research papers, or related documents.

6.11 Contractors in the Workplace. Within the requiring activity there are possibly several contracted companies performing various roles. All personnel shall aid in fostering a collaborative environment between federal and contractor personnel supporting the requiring activity. Failure to maintain a professional and collaborative environment may result in the removal of personnel.

6.12 Data Rights. The requiring agency has unlimited rights to all documents/material produced under this BOA. All documents and materials, to include the source code of any software, produced under this BOA shall be Government-owned and are the property of the requiring agency with all rights and privileges of ownership/copyright belonging exclusively to the requiring agency. These documents and materials may not be used or sold by the Contractor without written permission from the KO. All materials supplied to the requiring agency shall be the sole property of the requiring agency and may not be used for any other purpose. This right does not abrogate any other Government rights.

6.13 Government Furnished Equipment Property, Equipment, Material, Information, or Services.

The Government will not furnish property or services for this requirement. The Government shall provide equipment such as laptops to perform all required work.

Contractor Acquired Property. The contractor will not be required to acquire any property.

Documents. The Government will furnish or make available to the contractor any documentation/material deemed necessary to accomplish requirements of this contract.

SECTION VII - ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

7.1 Organizational Conflict of Interest. Performance on any of the call orders awarded under the AI Talent BOA may be a Conflict of Interest as defined in FAR 9.5, as either Impaired Objectivity or Unfair Competitive Advantage (unequal access to information). Due to the unknown task requests, it is impossible to complete a focused OCI plan at the BOA level; however, if vendors either during the COPR process, during performance of a call order, or at any time become aware of an OCI, they shall immediately inform the KO and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. This may result in a work stoppage until (if) the OCI can be neutralized or mitigated. If it cannot, the call order will be terminated immediately and re-competed. If a vendor does not inform the KO of an OCI that it has been made aware of, the contracting office may terminate the call order, remove the vendor as an awardee, or request debarment.