**Chief Digital and Artificial Intelligence Office (CDAO)**

**ARTIFICIAL INTELLIGENCE (AI) TALENT 2.0**

**BASIC ORDERING AGREEMENT (BOA)**

**ORDERING GUIDE**

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# **SECTION I. INTRODUCTION**

Thank you for choosing the **Chief Digital and Artificial Intelligence Office (CDAO)**, Artificial Intelligence (AI) Talent 2.0 Basic Ordering Agreement (BOA) to meet your AI staffing needs!

AI Talent 2.0 is a collection of multiple-award, 5-year agreements (from date of award origin), intended to produce single Task Order (TO) awards for AI staffing solutions from vetted small businesses. Examples of AI-related professional service requirements: engineering, data science, analysis, planning and program support, and user experience design.

The AI Talent 2.0 BOAs were awarded as 100% small business set-asides under NAICS 541715 – Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology). BOA awards and any resulting modifications are available through Procurement Integrated Enterprise Environment (PIEE) – Electronic Data Access (EDA) or from the BOA administrator, Army Contracting Command – Rock Island (ACC-RI).

 **Who Can Use AI Talent 2.0?**

AI Talent 2.0 is decentralized, meaning it is open for solicitation and award of individual TOs from any DoD agency.

Interested parties should view this AI Talent 2.0 Ordering Guide prior to the preparation of, solicitation, evaluation, and award of individual TOs.

NOTE: This Ordering Guide does not address specific contracting issues or concepts, and presumes the Requiring Agency (RA) will engage in discussion with CDAO and their partnered contracting office if/when questions arise.

**What are the benefits of using AI Talent 2.0?**

AI Talent is flexible, easy to use, and allows ordering agencies to:

* Address talent gaps by growing a qualified pool of experts at the same pace that AI technologies advance;
* Broad scope of duties allows for support in nearly all areas of AI;
* Capability to support work sites CONUS and travel OCONUS;
* Meet or exceed competitive small business goals in all categories;
* Add order-specific labor categories (LCAT) and request additional categories as the AI field develops and matures

# **SECTION II. SCOPE - AI TALENT 2.0 BOA**

2.1 Scope

AI Talent 2.0 is considered commercial. All AI Talent 2.0 TOs must be within scope of the AI Talent 2.0 BOA and TO-level (Supplemental) Performance Work Statement (PWS)

Services and deliverables include two (2) major task areas:

Technical Management

Program Management

Awarded contractors shall ensure that their personnel act to fully integrate into the Department of Defense (DoD) agency they support, creating a seamless Government-Contractor team.

Contract Type

Firm Fixed Price is recommended. Use of any other contract type shall be justified and executed in accordance with FAR/DFARS/FAR Supplement policy.

NOTE: AI Talent 2.0 is NOT considered Information Technology (IT); however, IT services, tools, and prototypes may be used/developed if it is necessary to provide a total solution to meet agency needs.

Security

All contractors must meet the security conditions specified in the AI Talent 2.0 BOA and resulting TO.

Advisory and Assistance; Professional Services

The following FAR Definitions from FAR 2.101 apply:

*“Advisory and assistance services” means those services provided under contract by nongovernmental sources to support or improve: organizational policy development; decision-making; management and administration; program and/or project management and administration; or R&D activities. It can also mean the furnishing of professional advice or assistance rendered to improve the effectiveness of Federal management processes or procedures (including those of an engineering and technical nature). In rendering the foregoing services, outputs may take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, training and the day-to-day aid of support personnel needed for the successful performance of ongoing Federal operations. All advisory and assistance services are classified in one of the following definitional subdivisions:*

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

*(2) Studies, analyses and evaluations, i.e., contracted services that provide organized, analytical assessments/evaluations in support of policy development, decision-making, management, or administration. Included are studies in support of R&D activities. Also included are acquisitions of models, methodologies, and related software supporting studies, analyses or evaluations.*

*(3) Engineering and technical services, i.e., contractual services used to support the program office during the acquisition cycle by providing such services as systems engineering and technical direction (see 9.505-1(b)) to ensure the effective operation and maintenance of a weapon system or major system as defined in OMB Circular No.A-109 or to provide direct support of a weapon system that is essential to research, development, production, operation or maintenance of the system.*

**How Do I Begin Using AI Talent 2.0?**

Contact the CDAO Acquisition Office for scope determination prior to issuing a solicitation. All resulting AI Talent 2.0 TOs must have a bona-fide requirement and be signed by a warranted contracting officer.

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**Services Not Allowed on AI Talent 2.0 TOs**

* Inherently Governmental Functions [See the prohibition at FAR Subpart 7.503(a)]
* Personal Services [as defined in FAR Subpart 37.104(a)]
* Architect & Engineering (A&E) Services [subject to the Brooks Act and FAR Part 36 acquisition procedures]
* Requirement(s) that utilize(s) a significant number of employees primarily employed as labor or mechanics [as defined in FAR Subpart 22.401 (i.e., Service Contract Labor Standards employees (SCLS) that may indicate that the requirement(s) is/are not consistent with the scope within the AI Talent 2.0 PWS)

## 2.2 Roles & Responsibilities

Contracting Officer (KO)

The Contracting Officer is responsible for the overall award, modifications, and management of the AI Talent BOAs. The KO’s responsibilities include:

* Monitoring and evaluating performance of each primary contractor
* Conducting meetings with prime contractors as scheduled and/or necessary
* Providing advice and guidance to appointed Contracting Officer’s Representative (COR), senior leaders, and TO holders regarding all contracting related matters
* Appointing and terminating CORs
* Providing contract specific training to all appointed CORs
* Ensure Contractor Performance Assessment Reporting Systems (CPARS) are completed as required
* Ensure COR establishes semi-annual Program Management Reviews (PMR) which are completed with primary contractors

Contracting Officer Representative (COR)

The COR is responsible for a specific DoD agency’s TO. The COR’s responsibilities include:

* Ensure training is up to date;
* Ensure COR reports, invoices, running balance sheets are uploaded in Joint Appointment Manager (JAM) monthly;
* Monitor contractor performance using the Quality Assurance Surveillance Plan (QASP);
* Keep up-to-date copy of the PWS to ensure compliance;
* Elevate issues to the KO when it cannot be resolved at the agency level;
* Approve invoices. If invoice approval authority is with the Resource Advisor (RA), ensure invoices are reviewed for consistency;
* Approve/Coordinate Common Access Card (CAC) requests and DD254 with local security office;
* Assist with TO closeout;
* Complete TO CPARS if over $1M;
* Assist in processing of MIPRs;
* CORs within agencies outside of the CDAO:
	+ Process MIPRs; and
	+ Draft any D&Fs required to use AI Talent

# **SECTION III. THE ORDERING PROCESS**

## 3.1 The Ordering Process

NOTE: The timeline may be impacted by availability of funds, review processes, or other unforeseen events.

### 3.1.1 Acquisition Planning

* The AI Talent 2.0 BOAs were awarded as 100% small business set-asides
* Market research is required
* No sole source TOs

### 3.1.2 Requirements Package (TO-Specific)

1. AI Talent 2.0 TO Request Form
2. Performance Work Statement
3. Independent Government Estimate (IGE)
4. Draft DD254
5. Anti-Terrorism/Operation Security (AT-OPSEC) Coversheet
6. Inherently Government Functions Worksheet
7. Short of Award/Funding Memorandum or Direct-Cite Military Interdepartmental Purchase Request (MIPR)
8. Market Research
9. Acquisition Strategy
10. Other Documentation As Required By The Contracting Officer

\*Key duties should provide enough information to accurately describe the position to incoming personnel. Include details such as whether the position will directly support product development, is more of a consultant position, etc.

NOTE: Any contractor positions that are not 100% full-time employees of the offeror at time of proposal evaluation must be disclosed to avoid staffing issues (e.g. retention of personnel). Government agencies may elect to incentivize positions in ways other than monetary compensation (e.g. access to a laboratory environment can help ensure that staff stay relevant with practical applications of the latest technologies and tools).

### 3.1.3 Solicitation/Task Order Proposal Request (TOPR)

* Competitive\*
* RAs should be prepared to provide personnel (three preferred) to complete the technical evaluations of proposal submissions.

\*Utilize Market Research results to consider setting aside competition efforts to specific socio-economic categories of AI Talent 2.0 BOA holders.

Request for Information (RFI)/Draft TOPRs (Optional)

RFIs and Draft TOPRs provide an opportunity for AI Talent 2.0 BOA holders to ask questions and provide recommendations/feedback for draft documents and requested positions. This also gives contractors foresight into incoming requirements to provide additional time for planning and recruiting.

NOTE: It may not always be possible to provide AI Talent 2.0 BOA holders with read-ahead material.

ATTENTION: A Contracting Officer Representative (COR) should be identified prior to soliciting a TOPR to ensure all required training is complete for official appointment and assignment of duties at time of award.

### 3.1.4 TO Award

A single awardee will be selected at the conclusion of the proposal evaluation process to the offeror that presents the best value to the Government.

TO Duration In Relation to AI Talent 2.0 BOA

TOs must be solicited and awarded prior to the AI Talent 2.0 BOA ordering period expiring. Individual TO option period(s) may be exercised after the AI Talent 2.0 BOA term expires as long as the final TO option period does not extend beyond 5 years after the expiration of the AI Talent 2.0 BOA term. No extensions are available.

The AI Talent 2.0 BOA will remain active for administration only after expiration. The BOA shall govern the terms and conditions of active TOs. Individual specifications and clauses may apply at the individual TO level.

## 3.2 Restrictions and Minimums Associated with TOs

Competition and Exception to Fair Opportunity

AI Talent 2.0 is a competitive, decentralized BOA with fair opportunity given to multiple small businesses that are BOA holders. Consider the possibility of setting aside competition to specific socio-economic categories if/when possible.

There are no minimum TO or dollar requirements for each BOA.

Off Ramping

Awarded AI Talent 2.0 BOA holders that provide poor performance may be off ramped (removed) and no longer considered for award on future TOPRs. Poor performance includes, but is not limited to: missing milestones and deadlines, not performing the mission requirements identified in the PWS/contractor’s proposal, misconduct of employees, or poor quality of deliverables.

Poor performance determinations are at the sole discretion of the Government. Any notices of off ramping will be provided, in writing, by the KO to the contractor.

## 3.3 AI Talent 2.0 TO Guidelines

(FOR GOVERNMENT PERSONNEL)

1. Complete the TO request steps
2. The KO confirms all required documents are complete, provides any feedback and comments (if required)
3. After review and approval, the KO solicits the TOPR to the AI Talent contractors for proposals
4. Contractors have a set number of days to review the TOPR and provide proposal response.
5. After questions and answers are finalized, the RA, in conjunction with the KO, will make necessary changes to the TOPR and release an amended TOPR to the AI Talent contractors (if necessary).
6. The RA shall evaluate the technical proposals submitted by the contractors and coordinate with the respective KO on price and past performance evaluations.
7. Actual start of work is based on the defined period of performance.

## 3.4 TOPR Procedures & Notes for Contractors

1. Each TOPR will list a set of instructions/documents for offerors to submit and how the Government will evaluate.
2. Each proposal for each TOPR will stand on its own. Ratings from previous TOPRs will not influence ratings on new TOPRs. Proposals should not provide any assumptions, and evaluations stand own their own.
3. Pricing will generally be FFP and will include all labor, travel, materials, tools, etc. to fulfill the requirement
4. The KO may provide feedback to each unsuccessful offeror upon request

## 3.5 How will each TO be evaluated?

*See details in each solicited TO*

Overview:

*Technical Evaluation*

Each TOPR will describe what is required and how it will be evaluated, below is some general information:

The Government will evaluate each contractor’s understanding of the requirement to achieve the staffing needs, deliverables, milestones, and required deadline(s). It is the responsibility of the requiring activity to perform the technical evaluation.

\*\*Contractors should avoid proposing proprietary solutions\*\*

\*\*If a proprietary solution is proposed, a statement on the cover page of the proposal **MUST** be provided\*\*

In general, the Government will review provided education and experience level for key personnel, which will determine the contractor’s understanding of the requirement. Each proposed FTE shall be 100% dedicated to the specified DoD agency and not working on projects outside of that agency unless an approved part-time position is requested in the TOPR.

\*\*The Government may include additional evaluation factors and/or subfactors at its sole discretion. If this occurs, additional evaluation instructions and criteria will be provided to each contractor.

**EXAMPLE**

**INDIVIDUAL PROPOSED PERSONNEL RATING DEFINITIONS:**

|  |  |
| --- | --- |
| **Rating** | **Description** |
| Superior | The proposed personnel meets or exceeds the requirements. The proposed personnel may offer additional relevant skills and qualifications above those outlined in the PWS that indicate a clear benefit in fulfilling the requirements. Risk of unsuccessful performance is low to nonexistent.  |
| Meets Expectations | The proposed personnel meet all the requirements and potentially a small amount of additional preferred qualifications. Risk of unsuccessful performance is low to moderate. |
| Does Not Meet Expectations | The proposed personnel does not meet the requirements/qualifications. Risk of unsuccessful performance is moderate to high.  |

**STAFFING AND RETENTION PLAN RATING DEFINITIONS:**

|  |  |
| --- | --- |
| **Rating** | **Description** |
| Superior | The proposed plan meets or exceeds the requirements. The proposed plan may offer additional relevant information and qualifications above those outlined and that indicate a clear benefit in fulfilling the requirements. Risk of unsuccessful performance is low to nonexistent.  |
| Meets Expectations | The proposed plan meets the requirements. Risk of unsuccessful performance is low to moderate. |
| Does Not Meet Expectations | The proposed plan does not meet the requirements. Risk of unsuccessful performance is moderate to high.  |

**OVERALL TECHNICAL RATING DEFINITIONS:**

|  |  |
| --- | --- |
| **Adjectival Rating** | **Description** |
| Outstanding | The proposed solution indicates an exceptional approach and understanding of the requirements; providing the best desired outcome for the USG. Risk of unsuccessful performance is low to nonexistent.  |
| Good | The proposed solution indicates a thorough approach and understanding of the requirements; providing a good outcome for the USG. Risk of unsuccessful performance is low. |
| Acceptable | The proposed solution indicates an adequate approach and understanding of the requirements; providing an acceptable outcome for the USG. Risk of unsuccessful performance is moderate.  |
| Marginal | The proposed solution indicates an inadequate approach and understanding of the requirements; Risk of unsuccessful performance is high. |
| Unacceptable | The proposed solution did not meet the minimum requirements. |

Price Evaluation

Each TOPR will describe what is required and how it will be evaluated, below is some general information:

The KO will evaluate the total evaluated price for fairness and reasonableness. The Government reserves the right to eliminate a proposal from further evaluation due to evaluated prices that are unfair or unreasonable.

Reasonableness. Comparison of proposed prices received in response to this TOPR is the preferred and intended price analysis technique. Other techniques and procedures found in FAR 15.404-1, if deemed necessary and reasonable, may be used to ensure a fair and reasonable price.

The Government will evaluate options (FAR 52.217-8, and FAR 52.217-9) in accordance with FAR Clause 52.212-2(b), as prescribed in FAR 12.301(c)(1). The Government will evaluate offers for award purposes by adding the total price for base all options to the total price for the basic requirement. Evaluation of options shall not obligate the Government to exercise the option(s).

## 3.6 Basis of TO Awards

AI Talent 2.0 competitions will utilize a trade-off, best-value approach, with technical being significantly more important than price. The USG intends to award a TO the Offeror who is deemed most qualified; whose proposal conforms to the requirements; and whose proposal is determined to represent the best value to the USG. This may result in an award to a higher-rated, higher-priced proposal, where the decision is consistent with the evaluation criteria and the designated Decision Authority reasonably determines that the expected benefits of the non-cost criteria outweigh the cost/price difference. The USG reserves the right to award based on the initial proposal.

## 3.7 Deliverables/Ad-Hoc Reports

The contractor shall provide deliverables as specified in the BOA and all TOs. If a deliverable due date falls on a weekend or holiday, the contractor shall submit the deliverable on the last business day 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 agreement and other deliverables as detailed in the BOA-Level PWS.

## 3.8 Organizational Conflict of Interests

If an OCI is discovered during the TOPR process, provide (in writing) the nature of the OCI and why the OCI is precluding the vendor from proposing. The Government will determine if the OCI is mitigatable or not and provide a response in writing notifying the vendor if they are exempt from proposing or not. If the vendor is exempted from proposing by the KO, it does not count toward the annual “no bid” limit for the vendor. If the vendor is not exempted by the KO, the vendor is required to propose. If the vendor makes the determination not to propose, it will be counted as a “no bid” against the vendors annual “no bid” limit.

Each AI Talent 2.0 BOA holder was required to submit an OCI plan detailing its internal processes to avoid and mitigate OCI’s. A tailored OCI plan may be required at the TO level that may require firewalled personnel with tailored NDAs if deemed necessary by the KO.