

Chief Digital and Artificial Intelligence Office (CDAO)

ARTIFICIAL INTELLIGENCE (AI) TALENT 2.0 BASIC ORDERING AGREEMENTS (BOA)

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ORDERING GUIDE

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SECTION I. Introduction

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

The AI talent BOAs provide a streamlined solution to rapidly onboard essential AI contract support from vetted small businesses. These requirements typically necessitate the integration of several professional service disciplines, primarily engineering, scientific, analysis, plans and program support, and user experience design.

AI Talent is a collection of multiple-award, 5-year BOAs with no maximum Task Order (TO) limit and a total ceiling of \$249M for each BOA. The AI Talent BOAs were awarded as 100% small business set-asides under NAICS 541715. Copies of the BOA awards, modifications, and list of industry partners who were awarded BOAs are available upon request to customers from the Army Contracting Command – Rock Island (ACC-RI) contracting office.

This Scope and Ordering Guide explains how AI Talent can be used to satisfy a wide array of AI staffing requirements while maintaining an industry standard for top-tier talent. This guide does not address general contracting issues or concepts and presumes the requiring agency will engage ACC-RI or their local contracting office to develop requirements.

SECTION II. BOA SCOPE

2.1 Scope

Services and deliverables include two (2) major task areas: Technical Management and Program Management. AI Talent 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. The contractor shall provide all services, materials, supplies, equipment, travel, and project supervision, as required in connection with any task order (TO) awarded under the AI Talent BOAs. The contractors shall interface and perform technical and programmatic liaison support with DoD agencies. All AI Talent TOs must be within scope of the AI Talent BOA Performance Work Statement.

This is NOT an Information Technology (IT) contract; however, IT services, tools, and prototypes may be used/developed if it is necessary to provide a total solution to meet agency needs.

Services Not Allowed on AI Talent TOs

AI Talent TOs shall NOT include any of the following:

- 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 that utilizes 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)) may indicate that the requirement is not consistent with the scope of AI Talent

TOs issued from AI Talent may cover services that are commercial, classified (Secret, Top Secret, SCI), and unclassified. Performance shall be CONUS (OCONUS travel is authorized). All contractors must have active Top Secret (TS) Facility Clearances (FCL). Interim TS FCL is acceptable.

Special Access Programs may be authorized at the Contracting Officer's Representative (COR) discretion.

Contract Type: The majority of TOs under AI Talent will likely be firm fixed price. If an agency wishes to use a different contract type for their TO (T&M, CPAF, etc.), it shall be executed in accordance with local policy and any FAR/DFARS/FAR Supplement.

Different contract types may be utilized to incentivize retention or rapid hiring. Requiring activities should coordinate with their KO to determine what contract type will represent the best value to the Government.

Advisory and Assistance & Professional Services

The services requested and expected on this BOA are professional in nature. 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.

Which Agencies can use AI Talent?

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 TOs.

How Do I Begin Using AI Talent?

Any DoD Contracting Office may utilize the AI Talent BOAs. To begin the process of soliciting and awarding a TO under AI Talent, draft a package IAW Section 3.1.2 of this guide. All orders must pass through the CDAO acquisition office for a scope determination prior to issuing a TO Proposal Request. Requests for scope determinations should be forwarded to the team at ACC-RI (adam.m.geneva.civ@army.mil) or the CDAO (gage.p.asper.ctr@mail.mil) and include the below documents from Section 3.1.2.

No work may be performed, no obligation may accrue, and no payment may be made against the AI Talent TOs except as authorized within a bona-fide written order signed by a warranted Contracting Officer.

Requirement owners may coordinate directly with the CDAO Acquisitions Team.

What are some of the benefits of using AI Talent?

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
- Significantly reduce acquisition timelines from an average of 6 months to 60 days from receipt of a complete requirements package

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

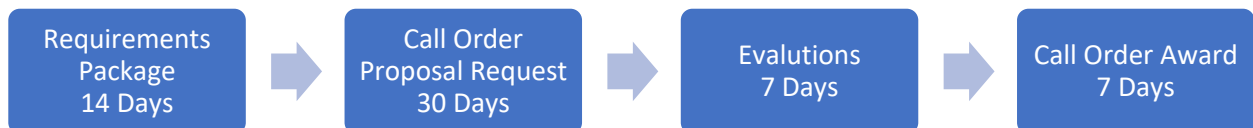
COR

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:
 - o Process MIPRs
 - o Draft any D&Fs required to use AI Talent

SECTION III. THE ORDERING PROCESS

3.1 The Ordering Process



*Overall timeline may be impacted by contracting reviews, etc. The above assumes that the TO reviews are limited.

3.1.1 Acquisition Planning

The AI Talent BOAs are a set of competitive agreements that are set-aside 100% for small businesses. No sole source TOs may be awarded to any contractor through the AI Talent BOAs without the KO's approval. Market research will be conducted for each prior to each TOPR being released.

3.1.2 Requirements Package

An AI Talent requirements package consists of the below documents, in addition to any requirements by the executing contracting office:

- 1) Independent Government Cost Estimate (IGCE)*

- 2) Direct-Cite Military Interdepartmental Purchase Request (MIPR) or Purchase Request (PR)
- 3) AI Talent TO Request Form*
- 4) Market Research
- 5) Acquisition Strategy
- 6) Draft DD254
- 7) Inherently Government Functions Worksheet
- 8) Anti-Terrorism/Operation Security (AT-OPSEC) Coversheet
- 9) Supplemental Performance Work Statement
 - a. There is a base BOA PWS, however a supplemental PWS will need to be written to describe more details of scope of mission and requested tasks
 - b. Agency background
 - c. Primary place of performance
 - d. Key duties expected for each requested FTE*

*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.

Any positions that are not 100% full-time employees must be identified prior to TO award or, if identified after award, approved by the KO. It should be understood that these positions may be hard to staff.

Government agencies may try to incentivize positions outside of monetary compensation. Access to a laboratory environment can help ensure that these staff stay relevant with practical applications of the latest technologies and tools.

3.1.3 TO Proposal Request (TOPR)

TOPRs are posted competitively between AI Talent contractors, there is a possibility of setting aside to specific socio-economic categories within AI Talent. Requiring agencies should be prepared to provide personnel (three preferred) to complete the evaluations of all technical proposals.

*If there is any contradiction between the TOPR and this ordering guide, the TOPR takes precedence.

TO Forecast

Forecasts/draft TOPRs will be provided to the AI Talent contractors to the maximum extent practicable. Forecasts are an opportunity for contractors 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.

With the intended execution speed of AI Talent, it will not always be possible to provide contractors with a read-ahead far in advance. The Government will ensure it provides forecasts to AI Talent contractors as soon as possible after completion of a requirements package.

3.1.4 TO Award

Upon completion of the TOPR evaluations, an awardee will be selected, and the KO will draft the TO award.

Prior to the award being executed, a COR must be appointed in the Joint Appointment Module (JAM) by the requiring agency. A COR nominee should be identified prior to the posting of the TOPR so that all coordination and nominations in JAM are completed prior to award.

After a COR is appointed and all necessary reviews have been completed, the TO award may be executed. The contractor and agency should then begin planning a kickoff session and maintain communications as personnel onboarding or transition begins.

TO Duration

TOs must be solicited and awarded prior to the AI Talent BOA ordering period expiring and may extend up to 5 years after the AI Talent BOA term expires. TO option periods may be exercised after the AI Talent term expires as long as the final TO option period does not extend beyond 5 years after the expiration of the AI TALENT BOA term. The AI TALENT BOAs will expire on May 05, 2028 - no extensions are available.

After the AI Talent BOA term expires, the BOA will remain active for administration only. The BOA shall govern the terms and conditions of active TOs to the same extent as if they were completed during the AI Talent BOA ordering period.

3.2 Restrictions and Minimums Associated with TOs

Competition and Exception to Fair Opportunity

This is a decentralized, multiple award BOA. There are no minimum TO or dollar requirements for each BOA. TOs shall be competitive. AI Talent is a competitive vehicle and fair opportunity will be enforced and practiced to the maximum extent. Based on market research for each TO, there is a possibility of setting aside to specific socio-economic categories within AI Talent.

Off Ramping

Awarded AI Talent contractors must submit at least one proposal per performance year to maintain their status as an AI Talent contractor. If this requirement is not met, the contractor will be off ramped (removed) as an AI Talent BOA contractor and will no longer be able to propose on future TO Proposal Requests (TOPR). This is to maintain a highly competitive pool of interested companies and to provide best value to DoD agencies. This requirement is subject to change after the first year of the BOA, as DoD engagement is gauged and estimates are available for BOA years 2-5 execution.

If the Government does not receive responses to an expedited call, the Government may execute an exception to fair opportunity to an AI Talent contractor at its sole discretion.

Awarded AI Talent contractors that provide poor performance will be off ramped (removed) as an AI Talent contractor and will no longer be able to propose on future TOPRs. Poor performance includes: missing milestones and deadlines, not performing IAW the PWS/contractor's proposal, misconduct of employees, and poor quality of deliverables. Poor performance determinations are at the sole discretion of the Government.

Any notices of removal will be provided in writing to the contractor from the KO.

3.3 AI Talent TOPR Ordering Guidelines

(FOR GOVERNMENT PERSONNEL)

1. Complete the TO request steps;
 - a. DoD agencies require a trained COR to be appointed prior to TO award.
 - b. Submit complete requirement package to the KO for review (section 3.1.2).
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 TOPR as defined in the TOPR.
5. After questions and answers are finalized, the requiring agency, 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. Depending on the TOPR instructions, contractors have the notional timeline below to provide a proposal package:

Standard	30 Calendar Days
Expedited	15 Calendar Days

7. The requiring agency shall evaluate proposals submitted by the contractors and coordinate with their KO on recommendations using the established evaluation criteria:
 - a. Deviation from the evaluation criteria used in the TOPR may cause delays

- in the acquisition process. Unsubstantiated ratings shall be returned to evaluators to be re-written. The KO is the decision authority on all TOs.
- b. The KO may provide feedback to non-awardees on their technical evaluation upon request.
 - c. If evaluations involve individually rating resumes and/or Staffing and Retention Plans, supportive narrative for above/below “meets” ratings are mandatory, they are optional for those rated “meets”.
8. Actual start of work is based on the defined period of performance, but a minimum of fourteen (14) calendar days between TO award and performance start is recommended to allow for coordination of a TO kickoff and to allow the awardee to ensure availability of personnel.

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. With that being said, proposals should not provide any assumptions, and evaluations stand on their own. Each evaluation is completed by different teams/customers, so one team may rate a proposal section “meets”, while another rate a proposal section “superior”.
3. Pricing will generally be FFP and will include all labor, travel, materials, tools, etc. to fulfill the requirement.
4. The KO shall notify non-awardees in writing of their respective overall technical rating. The KO may provide feedback for each respective contractor’s proposal upon request.

3.5 How will each TO be evaluated?

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.

As stated, each TOPR will stand on its own, but here is a sample of how evaluation ratings could be set up:

INDIVIDUAL PROPOSED PERSONNEL RATING DEFINITIONS:

Rating	Description
Superior	The proposed personnel meet 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

These acquisitions will be a trade-off, 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 awardee shall submit a general BOA level 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.**