


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER HQ016581700000		PAGE 1 OF 20						
2. CONTRACT NO. GS-23F-9763H		3. AWARD/EFFECTIVE DATE 11-Sep-2008		4. ORDER NUMBER HQ0034-08-F-1201		5. SOLICITATION NUMBER						
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)						
9. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209 TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7M NAICS: 541611		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP						
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE						
17a. CONTRACTOR/OFFEROR GRANT THORNTON L.L.P. RHODA CANTER 333 JOHN CARLYLE ST STE 500 ALEXANDRIA VA 22314-5767 TEL. 703-637-2828		CODE 1CDS1		18a. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM										
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$348,072.00						
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED				
								11-Sep-2008				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Edward Chevalier / Contracting Officer TEL: (703) 588-1295 EMAIL: ed.chevalier@whs.mil						

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FMD - PMF FFP To provide expertise in the creation of a Performance Management Framework for the Financial Management Directorate in accordance with the attached proposed Performance Work Statement/ Performance Requirements Summary for Grant Thornton, LLC., dated September 4, 2008 in its entirety. The Period of Performance for this effort is four months. PPA Code: 2743 PURCHASE REQUEST NUMBER: HQ016581700000	348,072	Dollars, U.S.	\$1.00	\$348,072.00
NET AMT					\$348,072.00
ACRN AA					\$348,072.00

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-SEP-2008 TO 14-JAN-2009	N/A	N/A FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 9780100.2020 00000 6505 2523 S49447 DHAC82077
 AMOUNT: \$348,072.00
 CIN HQ0165817000000001: \$348,072.00

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007

52.232-1	Payments	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	MAR 2008
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2007)

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

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

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

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

COR authority IS NOT delegable.

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture

and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

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

The contractor is directed to select either “Invoice as 2-in-1” for services only or “Invoice and Receiving Report (Combo)” for supplies or any combination of goods and services. Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

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

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

“Issue by DoDAAC” field enter **HQ0034**

“Admin DoDAAC” field enter **HQ0034**

“Payment DoDAAC” field enter **TBD**

“Service Acceptor/Extension” or “Ship to/ Extension” field enter **H91283**

“Inspect By DoDAAC/ EXT” fields Leave blank

“LPO DoDAAC/ EXT” fields - Leave blank

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

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

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

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

- Unit Price
- Unit of Measure

Shipment numbers must be formatted as follows:

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

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

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

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

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

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address denise.thompson@whs.mil in the first email address block and add the Contracting Officer's Representative, David Zlowe at david.zlowe@whs.mil in the following block. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

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

OCI/PCI

Organizational Conflict of Interest

The term "Organizational Conflict of Interest" means that the Contractor (which term hereinafter shall be deemed to include its chief executives, directors, any consultants, or subcontractors utilized under this contract other than a vendor selling incidental material) has interests which (i) may diminish its capacity to give impartial, technically sound, objective assistance and advice in performing this contract, (ii) may otherwise result in a biased work product under this contract, or (iii) may result in an unfair competitive advantage to itself or others.

The Contractor's attention is directed to FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest. In the execution of certain Task order tasks, it is anticipated that assigned Contractor personnel will require access to confidential or proprietary business, technical and financial information belonging to the Government or other companies. The information may include but is not limited to pre-decisional budget and acquisition sensitive information, preparation of specifications or work statements, and evaluation services. After receipt thereof, the Contractor and affected individuals shall treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the contracting officer in writing. The foregoing obligations, however, shall not apply to:

- Information which, at the time of receipt by the Contractor, is in the public domain;
- Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- Information, which the Contractor can demonstrate, was received by it from a third party that did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the contracting officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under any Task order, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the contracting officer, the Contractor shall supply the Government with reports itemizing information received as confidential, proprietary, pre-decisional budget information, or acquisition sensitive information, and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by the contracting officer it will execute a Contracting Officer approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by the Contracting Officer, Contractor personnel shall also sign such an agreement.

If after award, the Contractor discovers an organizational conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the Contract as appropriate.

In the event that the Contractor was aware of an organizational conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an organizational conflict of interest after award of this contract and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract, as appropriate, and the contractor shall not be entitled to reimbursement of any cost incurred in performing the applicable Task order or payment of any fee hereunder. Further, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract or the Contractor's GSA Mission Oriented Business Integrated Service (MOBIS) contract.

The Contractor agrees that during performance of the contract for a period of three (3) years after the completion of performance of the applicable contract, the Contractor, including all divisions thereof, and any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the contractor, shall not:

- (a) Supply information or material received from this contract, to any firm participating in or having a known prospective interest in the subject matter areas for which the sensitive information described in paragraph (i) above was initially submitted, nor enter into any contractual relationship which would affect or appear to affect the equity and integrity of its recommendations.

(b) Furnish to the United States Government, either as a prime contractor or as a subcontractor, any component of any system for which the sensitive information described in paragraph (1) above was initially submitted, that it is not currently obligated to deliver for defense purposes.

Personal Conflict Of Interest

The term "Personal Conflict of Interest" means that a Contractor employee assigned to a Task order has interests which (i) may diminish his/her capacity to give impartial, technically sound, objective assistance and advice in performing that Task order, (ii) may otherwise result in a biased work product under that Task order, or (iii) may result in an unfair competitive advantage.

A Contractor employee shall not participate (i.e., recommend, influence, or decide) in any particular matters:

(a) that will have a direct and predictable effect on the financial interests of that employee, his/her spouse or minor child, or organization in which he/she serves as officer, director, trustee, general partner or employee;

(b) that will have a direct and predictable effect on the financial interests of or any person or organization with whom he/she is negotiating or has an arrangement concerning prospective employment; or

(c) may otherwise cause a reasonable person to question his/her impartiality.

The Contractor shall obtain a financial disclosure agreement, similar in form and content to the Office Government Ethics Form 450, for each employee assigned to any Task order. The Contractor shall also obtain financial disclosure agreements for all Sub-contractor employees assigned to any Task order.

If, after contract award, the Contractor discovers an employee's has a financial conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract as appropriate.

In the event that the Contractor was aware of an employee's financial conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an employee's financial conflict of interest after award of this contract and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract and the Contractor shall not be entitled to reimbursement of any cost incurred in performing the Task order or payment of any fee hereunder. Further, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract or the Contractor's GSA MOBIS contract.

SPECIAL CONTRACT REQUIREMENT
SPECIAL CONTRACT REQUIREMENTS

IDENTIFICATION OF EMPLOYEES

All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. All documents or reports produced by the Contractor shall be marked as contractor products or otherwise indicate that contractor participation is disclosed.

(End of Clause)

DOD BUILDING PASS ISSUANCE

(a) All personnel employed by a civilian commercial firm to perform work whose activity at any time requires passage into Government-occupied portions of the Pentagon or any other DoD facility on or off the Pentagon Reservation, shall be required to obtain a Temporary Department of Defense (DoD) Building Pass/Access Card.

(b) The Contractor shall be responsible for having each employee requiring a Temporary DoD Building Pass/Access Card prepare the necessary applications, advising personnel of their obligations, filing the applications with the Contracting Officer, maintaining personnel files and re-filing applications for personnel in the event that clearances must later be extended. Personnel requiring a Temporary DOD Building Pass/Access Card must be either a citizen of the United States of America (USA) or a foreign national authorized to work in the USA under federal immigration and naturalization laws.

(c) The Government will issue DoD building passes to eligible persons upon the completion of a National Criminal Information Check (NCIC) or National Agency Check (NAC). This is a search of the nationwide computerized information system established as a service to all criminal justice agencies. Processing of completed applications for initial pass issuance or renewal of existing passes will require three to five working days. Contractor employees will be given a pass for the period of performance of the contract, not to exceed one year.

(d) Personnel whose activity does not require them to enter the Pentagon or other access controlled areas, or whose activity within the Pentagon is limited to construction areas prior to the stripping of structural concrete formwork, will not be required to obtain a Pentagon Building Pass. However, they shall display at all times while on the Pentagon Reservation an approved identification badge as described above in the paragraph entitled "Identification of Employees". Personnel whose activity within the Pentagon follows the stripping of structural concrete formwork shall be required to obtain a Temporary DoD Building Pass/Access Card.

STATEMENT OF OBJECTIVES

Statement of Objectives
for
"Financial Management Directorate
Performance Management Framework"
August 21, 2008

1. BACKGROUND

The Financial Management Directorate (FMD) financially manages a wide array of projects and initiatives for the Office of the Secretary of Defense (OSD), the Washington Headquarters Services (WHS) and selected Department of Defense (DoD) Field Activities. It is involved in developing policies for the administration of funds, providing accounting support, and establishing reporting procedures for funds allotted to OSD and WHS. FMD establishes and conducts the full range of Planning, Programming, Budgeting and Execution System (PPBES) services for all WHS elements and some other OSD/DoD customers, and it provides support services with respect to PPBES for all OSD elements. In every aspect of its work FMD works closely with all levels of the hierarchy in other organizations across OSD, including the Office of the Under Secretary of Defense (Comptroller), the Office of the Under Secretary of Defense (Acquisition, Technology and Logistics), and the Program Analysis and Evaluation Office.

The FMD reports to the Director of WHS, who is dual-hatted as the Deputy Director of Administration and Management (DA&M) for the Secretary of Defense. The Director of DA&M is an appointed position, which is currently vacant; while the Deputy Director/Director of WHS is the top-most career official in the management chain. They report to the Deputy Secretary of Defense. The WHS was established as a DoD Field Activity on October 1, 1977 as part of a DoD headquarters streamlining initiative. Approximately 1,200 civilian and military employees and thousands of contract staff are organized into 12 directorates and offices. WHS personnel contribute to the mission of Defense customers by managing DoD-wide programs and operations for the Pentagon Reservation and DoD leased facilities in the National Capital Region. The component directorates include: Acquisition & Procurement Office (A&PO), Administration and Program Support Directorate (APSD), Defense Facilities Directorate (DFD), Executive Services Directorate (ESD), FMD, General Counsel (GC), Human Resources Directorate (HRD), Information Technology Management Directorate (ITMD), OSD-Network Directorate (OSD-Net), Pentagon Renovation and Construction Program Office (PENREN), Planning & Evaluation Directorate (P&ED), and Raven Rock Mountain Complex (RRMC). As the financial and budgetary support for these organizations, FMD has cognizance of their functional operations and future planning efforts.

The FMD interacts on a daily basis as both a client of and service provider for the Defense Finance and Accounting Service (DFAS), particularly with respect to the use of FMD's WAAS accounting system, a decades-old legacy system. FMD provides the full range of accounting services to its customers, including installation, systems, and managerial accounting. FMD conducts funds control activities, as well as monthly and yearly financial reporting.

The FMD's current structure includes the Finance and Accounting Division, the Program Budget Division, the Resource Management Division, and Resource Strategy Office (which manages DoD's Official Representation Funds, et alia), and the Transformation Office. In addition to its current suite of financial and budgetary responsibilities, FMD plans to stand up a programming division in the near future to provide higher-value services to its customers using the data which FMD currently generates, collects, and disseminates. Another important effort which is about to begin is the normalization of the relationship between DFAS and FMD, in which FMD will have DFAS capitalize the WAAS accounting system, and FMD (and all its installation and systems accounting customers) will become customers of DFAS. In turn, FMD will redirect its accounting efforts toward managerial accounting to provide greater value-added to its customers across WHS, DA&M, and OSD. The FMD has recently undergone a leadership change, as its former Director has become the Deputy Director of WHS (and is the acting Director, currently). The incumbent at FMD serves as the principal financial advisor to the Director of Administration and Management for the Secretary of Defense.

FMD has been given increasing responsibilities since WHS was transformed in 2004, but very few of these responsibilities were accompanied with resources sufficient to carry them out. Also, the WHS and FMD budgets have decreased in recent fiscal years both in real and nominal terms. The results have been failure to provide minimum service levels to FMD's customers; significant turnover of staff in FMD and accompanying institutional and functional knowledge loss; antiquated systems; and the loss of confidence by customers in FMD's ability to provide future support. Efforts are underway at the highest levels of the Department, the Office of Management and Budget (OMB), and the Congress to address and significantly reverse these setbacks.

The FMD enterprise moved out of the Pentagon a few years ago in the interests of continuity of operations should another attack be made against the Pentagon. The bulk of FMD's employees are located at Crystal Square 2 in Arlington, Virginia adjacent to mass transit stations for Metro and VRE.

The FMD's remaining employees are eager to receive assistance and support, and they recognize that change is absolutely essential if their organization is to survive, much less transform into the professionalized organization in which they want to work. However, FMD lacks: a strategic plan; an implementation plan; a meaningful enterprise architecture; an HR plan; a training plan; a knowledge management plan; a records management plan; a customer engagement plan; a stakeholder analysis and plan; a communications plan or approach; a CONOP; a complete set of operating instructions (OI); a complete set of policies for the above items; an approach to performance management using performance metrics, or even performance metrics themselves; a consistent approach to internal management reporting; a plan to obtain any of these plans; a modern accounting system, or, at least access to one; a data warehouse (except insofar as WAAS may be considered one for accounting data); an executive information system or "dashboard;" any business management tools other than MS Office and Primavera's ProSight (which is used "off-label" to assist with budget formulation); a dedicated budget formulation tool; a plan, approach, or tool to link formulation with execution except on a funds basis (i.e., no linkage of program performance with financials); relevant and useful Statements of Assurance; cognizance of the Government Performance and Results Act; an understanding of its own cost drivers in providing service to clients; an understanding or basis for understanding the cost drivers of its WHS and other customers; performance criteria and metrics for individual or organizational success; or even an accurate seating plan. This list is not comprehensive. This procurement is envisioned to be the first of what may be several successive initiatives to accomplish the goals of FMD.

2 STATEMENT OF OBJECTIVES (SOO)

The FMD seeks assistance to obtain the intellectual and factual framework and foundation for not only resolving FMD's current challenges, but also for drastically improving the quality, timeliness, and usefulness of its management practices and policies, information, analysis, decision-support, and policy-making. Rather than have a procurement effort to simply provide this framework de novo, it is the Government's intention that the Contractor will directly support the employees of FMD in conceptualizing, creating, implementing, sustaining, and growing the performance management framework (PMF) on which all its future management efforts will depend. Because the Government is not cognizant of what should be encompassed by a PMF, it seeks proposals by offerors which would describe a PMF and its elements. In so doing, the Government does not seek a solution so much as it seeks to obtain a capability which it currently lacks - the achievement of which will consequentially result in the achievement of solutions. In this effort the Government seeks to obtain expertise that is sufficiently broad and deep to support the creation of a PMF using the most effective techniques and approaches and resulting in a framework which will support the evolution and transformation of business practices, and FMD generally, with the objective of being a state-of-the-art (or beyond) financial management organization.

The Government seeks to provide offerors the maximum latitude possible to conceive and propose innovative approaches while ensuring that those approaches are credible and achievable. Therefore, the Government seeks assistance from offerors possessing broad and deep knowledge of best and preferred practices throughout the Departments and agencies of the Federal government in the area of financial management. Specifically, the selected contractor will possess technical knowledge and thought leadership in all aspects of federal financial management, demonstrated by, among other qualifications, leadership in Lines of Business initiatives (sponsored by OMB), implementation of the Government Performance and Results Act, and development and support of the Performance

Assessment Rating Tool. These qualifications will be demonstrated in complex Departmental settings, such as those of the DoD, the Department of Homeland Security, OMB, the Department of Commerce, and the Department of Justice, among other such organizations of similar size, complexity, and public visibility. Typically, the Government would expect that Contractor employees possess suitable certifications, training, education, and experience to demonstrate thought leadership in the above cited areas, and that those qualifications would be affirmed with suitable degrees and designations, such as Certified Public Accountant, Certified Government Financial Manager, and Certified Defense Financial Manager.

The government expects that the effort during the period of performance will result in a PMF which may (but not necessarily shall) consist of a strategic plan for FMD, a related CONOP, an implementation plan for future steps to build upon a PMF, initial performance metrics for all levels of the FMD hierarchy, guidance in developing individual performance metrics for employees at all levels tied to the organizational metrics, training regarding the above elements, and outlines, roadmaps or approaches for additional and subsidiary plans, operating instructions, and policies.

The PMF does not necessarily need to address the deficiencies identified in section one. These expectations are suggestive only to offerors, and in no way supersede the following section.

3 PERFORMANCE WORK STATEMENT AND PERFORMANCE REQUIREMENTS SUMMARY

To achieve the Government's objectives, the Government seeks a Performance Work Statement (PWS) from the Contractor which will describe: a definition of a PMF and its specific elements, deliverables, and characteristics; a comprehensive strategy for achieving this outcome; a roadmap for implementation of the PMF; a thorough description of each task and subtask for the initial period of performance; the size of the effort required for the FMD to obtain a PMF; the extent of operations necessary for producing a PMF; the recommended technical approach for the FMD to obtain a PMF; and the entities and contacts that will interact with the Contractor and FMD to obtain a PMF; as well as other information necessary to achieve the provisions of the SOO. The PWS will include specification of the software applications that the offeror proposes to use; the training that the offeror proposes to provide to FMD; and the Government-furnished property and information that the Contractor requires. The PWS shall contain a list of assumptions under which the offeror proposes to conduct work.

The Government also seeks a Performance Requirements Summary (PRS) that the Contractor proposes be used to evaluate their performance under the accepted PWS using specific acceptance criteria. While the specific acceptance criteria to be proposed is left to the offerors to determine, the PRS and its associated content should emphasize the achievement of objectives intended by the Government more so than Contractor effort or the characteristics of deliverables. The offeror shall propose clear, measurable performance objectives to which they will expect to be held accountable, and how, exactly that accountability shall be ensured and enforced.

The Government intends to procure separately independent validation and verification (IV&V) support which will use the acceptance criteria in the PRS to carry out its work for the Government.

The scope of work, specific tasks and subtasks, and their start and end times, duration and criticality, will be specified in the PWS, along with the management controls used to produce performance of the objectives. The PWS will cross-reference the acceptance criteria to the scope of work, the specific tasks and subtasks, and the schedule of that work and those tasks and subtasks. The PWS will specifically include:

- 1) All acceptance criteria
- 2) The relationship of each criterion to the PWS
- 3) The performance standard for each criterion
- 4) The schedule/frequency of inspection for each criterion
- 5) The method of surveillance for each criterion
- 6) The mitigation likely to cure performance for each criterion
- 7) The incentive/disincentive related to performance for each criterion

The offeror shall use the SOO, together with other applicable portions of the RFP as a basis for preparing a proposed PWS and PRS. The PWS and PRS shall be submitted as part of the proposal and may be incorporated into the contract at award.

4 SPECIFIC TASKS

4.1 Orientation Briefing

Within two days of award, the Contractor shall conduct an orientation briefing for the Government. The intent of the briefing is to initiate the communication process between the Government and Contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of the PWS, tasks, subtask requirements, schedule, project plan and objectives.

4.2 Project Plan

The contractor shall prepare a project plan derived from the WBS describing the technical approach, organizational resources and management controls to be employed to meet the performance and schedule requirements for this effort. The project plan shall detail the key activities and milestones, distance learning technology, allocation of staff and other resources necessary to the for successful completion of this effort. The COTR shall receive the project plan in both hard copy and electronic form, in Microsoft Word and Microsoft Project formats.

5 OTHER PERFORMANCE REQUIREMENTS

5.1 Security Requirements

A security clearance is not required in performance of this effort. However, the Government requires a completed, favorable National Agency Check (NAC) for all persons before they commence work on this effort. Some aspects of FMD's work are classified, but the Government believes the impact of excluding those aspects from the scope of work will be negligible on the performance of this effort.

5.2 Contractor Interfaces

The Contractor and/or his subcontractors may be required as part of the performance of this effort to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

The Government shall establish an initial contact between the Contractor and other Contractors and shall participate in an initial meeting at which the conventions for the scheduling and conduct of future meetings/contacts will be established. Any Contracting Officer's Technical Representatives (COTR) of other efforts shall be included in any establishment of conventions.

5.3 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 agreement of the Contracting Officer.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not 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 a purpose and to the extent authorized herein.

5.4 Limited Use of Data

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.

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 (CO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall 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.

5.5 Hours of Work

Contractor personnel are expected to conform to normal operating hours. The normal duty hours of 8:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal Government holidays and closures as detailed in paragraph 5.7, with an allowance for a one-hour lunch period each day.

5.6 Government Holidays

The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. Or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc) Presidential funerals or any other unexpected government closures.

5.7 Project Manager

The Contractor shall provide a Project Manager to facilitate Government-Contractor communications. The Project Manager shall be the primary technical and managerial interface between the Contractor and Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) located at the Financial Management Directorate, 1550 Crystal Drive, Suite 1200, Arlington, VA 22202. The name of this person, and an alternate or alternates, who shall act for the contractor when the Manager is absent, be designated in writing to the CO. The Project Manager or alternate will have full authority to act for the contractor on all contract matters relating to daily operations.

The Project Manager or alternate must be available during normal duty hours, as specified herein and to meet with government personnel within 24 hours notice by the CO or COTR to discuss problems.

The Contractor's Project Manager shall meet with the CO/COTR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the Government within two (2) workdays of the subject meeting.

5.8 Contractor Employees

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees by wearing a Security Identification Badges at all times while on Government premises. When Contractor personnel attend meetings, answer phones, and work in other situations where their status is not obvious to third parties they must identify themselves as such to avoid creating the impression that they are government employees.

5.9 Availability of Government Personnel

The government personnel of FMD are currently seriously overworked, with overtime being charged by all levels of the workforce. However, the Government seeks to provide sufficient access to its senior personnel to enable the Contractor to successfully execute its commitments. The Contractor will be granted no more than ten (10) hours of work time during each work week with each member of the FMD leadership team, which includes the Director of FMD, the Deputy Director of FMD, and each of the Assistant Directors of FMD. Meetings, interviews, training, facilitated sessions, live briefings, and VTC and telephonic communications will count as work time access against the above limit. Email or electronic transmissions will not count against work time access limits, but the Contractor may not require those transmissions to be read, reviewed, acknowledged, or otherwise responded to for successful performance of this effort or any of its constituent elements unless they receive specific authorization from the COTR. The FMD leadership team, and its members, will determine with the Contractor what access will be granted to other employees of FMD. The COTR may temporarily or permanently alter or eliminate the restrictions on work time access to FMD employees, or other requirements in this subsection, depending on the exigencies of business.

6 PLACE(S) OF PERFORMANCE

Services may be provided off-site, on-site, or a combination of, depending on program requirements as determined by the CO/COTR. Temporary government work sites may include other areas in Northern Virginia or the Washington, D.C. area, including the Pentagon reservation. However, the majority of the work will be performed at the Government facility, located at 1550 Crystal Drive, Suite 1200, Arlington, VA.

7 PERIOD OF PERFORMANCE

The period of performance for this effort is for four (4) months from date of award.

8 DELIVERABLES/DELIVERABLE SCHEDULE

In fulfillment of this effort, the Contractor shall provide deliverables in accordance with the accepted PWS irrespective of the provisions in sections 8.1 through 8.3 below. All deliverables shall be submitted to the COTR, unless otherwise agreed upon.

Unless otherwise specified, the Government will have a maximum of five (5) 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 also have a maximum of three (3) 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 workdays unless otherwise specified.

8.1 Monthly Status Report

The contractor shall document the efforts performed in the completion of each task in a detailed Monthly Status Report due on or before the 3rd of each Month. The status report shall include, at a minimum:

- Progress for the period: detailed progress report of findings, activities and accomplishments during the reporting period, and summary of work accomplished during the reporting period and percent complete.
- Activities planned for the next reporting period: planned activities, as well as the status of any/all deliverables, including planned delivery date(s) and actual and/or anticipated delivery date(s).
- Problems encountered: identification of any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.
- Strategy revisions: recommended changes to include any lessons learned

8.2 Final Report

The contractor shall provide a final report, to the COTR, at the conclusion of this effort. The report will summarize objectives achieved, significant issues, problems and recommendations to improve the process in the future.

8.3 Deliverable Table

Reference	Milestone/Deliverable	Responsibility	Date
4.1	Orientation Briefing Project Plan	Government/Contractor	Contract Award (CA)+ 2 days
8.1	Monthly Status Report	Contractor	3rd of each month
8.2	Final Report	Contractor	Effort Expiration

8.4 Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COTR.

8.5 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the contractor under this statement of work. Specific acceptance criteria will be specified as part of the Contractor's offering to the Government.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall 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 shall be editable by the Government.
- Format - Work Products shall 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.
- Timeliness - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

9 QUALITY ASSURANCE

The COTR will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COTR will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by COTR. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

10 ADMINISTRATIVE CONSIDERATIONS

10.2 Point of Contact

10.2.1 Contracting Officer's Technical Representative (COTR)

- a) The Contracting Officer's authorized technical representative, for this effort is as follows:

Financial Management Directorate
1550 Crystal Drive, Suite 1200
Arlington, VA 22202
Point of Contact: David Zlowe, (703) 699-3350, fax (703) 699-3083, david.zlowe@whs.mil

- b) The COTR is the individual within the Program Management function who has overall technical responsibility for this effort. The COTR supports the CO/CA during administration of this effort by:
- 1) Making final decisions regarding any recommended rejection of deliverables;
 - 2) Providing technical clarification relative to overall workload matters;
 - 3) Providing advice and guidance to the Contractor in the preparation of deliverables and services;
 - 4) Providing acceptance of deliverable products to assure compliance with requirements.
- c) The COTR also provide 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 statement of work for this effort. The COTR does NOT have the authority to and may NOT issue any technical direction which:
- 1) Constitutes an assignment of work outside the general scope of this effort;
 - 2) Constitutes a change as defined in the "Changes" clause;
 - 3) In any way causes an increase or decrease in cost or the time required for performance;
 - 4) Changes any of the terms, conditions, or other requirements of this effort; and
 - 5) Suspends or terminates any portion of this effort.
- d) All technical direction shall be issued in writing by the COTR or will be confirmed by the COTR in writing within 5 calendar days after verbal issuance. A copy of the written direction shall be furnished to the CO and the CA.
- e) In addition to providing technical direction, the COTR will:
- 1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO and CA, any changes in the requirement;
 - 2) Assist the Contractor in the resolution of technical problems encountered during performance; and
 - 3) 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 SOW.
- f) If in the opinion of the Contractor, any instruction or direction issued by the COTR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO in writing within 5 working days after receipt of any instruction or direction, with an informational copy to the CA.

11 TRAVEL

Although no travel is contemplated outside of the National Capitol Region (NCR), if travel is required 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 COTR under this effort. All travel shall be approved, by the COTR, 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 the Federal Travel Regulations currently in effective on date of travel.

12 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**a) Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COTR, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COTR, annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

13 GOVERNMENT FURNISHED PROPERTY/ INFORMATION

Government Furnished Property (Material, Equipment, and/or Information), is to be provided together with required performance under this effort.

As determined by mutual agreement, 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 this effort, the Contractor shall 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.

14 KEY PERSONNEL DESIGNATION

For the purpose of the overall performance of this effort, the Contractor's Project Manager shall be designated as a key person.

The Project Manager shall be the Contractor's authorized point of contact with the Government CO and the COTR. The Project Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.

ATTACHMENT 1

Performance Work Statement and Performance Requirements Summary are in Attachment 1.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 04-Dec-2008	4. REQUISITION/PURCHASE REQ. NO. HQ016581700000		5. PROJECT NO.(If applicable)		
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901	CODE HQ0034	7. ADMINISTERED BY (If other than item 6) WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209		CODE	HQ0034	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GRANT THORNTON L.L.P. RHODA CANTER 333 JOHN CARLYLE ST STE 500 ALEXANDRIA VA 22314-5767				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-08-F-1201	
				X	10B. DATED (SEE ITEM 13) 11-Sep-2008	
CODE 1CDS1	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) IAW FAR 52.212-4(c) "Changes"						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: condren109348 The purpose of this modification is to update the WAWF invoicing instructions by changing the "Payment DoDAAC" field from TBD to HQ0338. All other terms and conditions remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				MRS. DENISE V. THOMPSON / CONTRACT SPECIALIST		
				TEL: 703-588-1170 EMAIL: denise.thompson@whs.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)				BY <i>Denise V. Thompson</i> (Signature of Contracting Officer)		04-Dec-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

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

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

The contractor is directed to select either "Invoice as 2-in-1" for services only or "Invoice and Receiving Report (Combo)" for supplies or any combination of goods and services. Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

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

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

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

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **HQ0338**

"Service Acceptor/Extension" or "Ship to/ Extension" field enter **H91283**

"Inspect By DoDAAC/ EXT" fields Leave blank

"LPO DoDAAC/ EXT" fields - Leave blank

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

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

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

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

- Unit Price
- Unit of Measure

Shipment numbers must be formatted as follows:

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

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

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

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

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

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email address denise.thompson@whs.mil in the first email address block and add the Contracting Officer’s Representative, David Zlowe at david.zlowe@whs.mil in the following block. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 15-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. HQ016581700000		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901	CODE HQ0034	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GRANT THORNTON L.L.P. RHODA CANTER 333 JOHN CARLYLE ST STE 500 ALEXANDRIA VA 22314-5767			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-08-F-1201	
			X	10B. DATED (SEE ITEM 13) 11-Sep-2008	
CODE 1CDS1	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.212-4 (c) Changes					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: thompsdv09541 The purpose for this modification is to extend the performance period of this contract for 30 days, from January 15, 2009 to February 14, 2009 at no additional costs to the Government. All other terms and conditions for this contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MRS. DENISE V. THOMPSON / CONTRACT SPECIALIST TEL: 703-588-1170 EMAIL: denise.thompson@whs.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Denise V. Thompson</i> (Signature of Contracting Officer)		16C. DATE SIGNED 15-Jan-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-SEP-2008 TO 14-JAN-2009	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-SEP-2008 TO 14-FEB-2009	N/A	N/A FOB: Destination	

(End of Summary of Changes)

PMF performance work statement and performance requirements summary

The Financial Management Directorate (FMD) of the Washington Headquarters Services (WHS) financially manages a wide array of projects and initiatives for the Office of the Secretary of Defense (OSD), WHS and selected Department of Defense (DoD) Field Activities, including policies for the administration of funds, accounting support, and reporting procedures for funds allotted to OSD and WHS. Since WHS was transformed in 2004, FMD's responsibilities and workload have increased without the requisite resources to execute effectively. FMD faces highly complex and diverse operational requirements with extreme visibility that will continue to increase in terms of urgency of analytical demands, pace, accountability and auditability. FMD staff members have worked tirelessly to meet the demands and expectations of their customers at the highest levels of DoD – customers they simply cannot fail – but they lack the processes, systems and infrastructure to sustain their high-quality service.

To manage this increased complexity and to assist in FMD budget justification, FMD leadership has embarked on a transformation path within a Performance Management Framework (PMF) to focus their efforts and ensure that their vision is realized. FMD requires a PMF that is comprehensive, yet simple enough to execute, helping build the capability to maintain or improve the current quality of service in core areas (e.g., Defense Finance and Accounting Service [DFAS] accounting and traditional financial and budgetary responsibilities), while also transforming to support **higher-value services** and become a world-class financial organization – an organization that is customer-focused, information-driven, standards-based, interoperable, and technology-enabled.

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1.1 Our approach to developing a performance management framework

We present a performance management framework concept that we believe integrates the best practices in strategic performance and financial management, enabling the ability to assess FMD's operations against DoD's Standards for Financial Operations for effectiveness and efficiency. Our approach to this PMF is systematic, yet simple. It is based on some commonly used approaches in the private sector, but it also draws on Grant Thornton's public sector experience in successfully applying performance management concepts to Federal organizations.

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1.1.1 The Grant Thornton Team

To help FMD meet its long-term objectives, Grant Thornton has teamed with BCP International (BCPI) Limited, GS5 LLC and Vanguard Advisors LLC for this engagement. Together, we bring the most complete and experienced team in Federal Government performance management, DoD financial management transformation, and industry and technology trends.

Founded in 1924, **Grant Thornton** is the fifth largest accounting and management consulting firm in the world. Grant Thornton is the U.S. member firm of Grant Thornton International Ltd, one of the six global accounting, tax and business advisory organizations. Our Global Public Sector (GPS), based in Alexandria, Va., delivers innovative consulting solutions to Government clients. We often serve in a trusted capacity to Federal Chief Financial Officers and their management teams. In this capacity, we have been afforded the opportunity to review and develop a deep point of view on existing and emerging performance management frameworks. We do not subscribe to a single methodology or framework, but have blended the best of the frameworks we've seen into something practical for immediate use by FMD.

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We propose a dedicated project team with enterprise-wide cost and performance management experience in DoD and the Federal Government, as well as pragmatic, hands-on experience in daily DoD transactional processes. The project team is supplemented with the reach-back provided by an advisory group of recognized Government thought leaders. This team of senior advisors will provide guidance to the team, as well as interact directly with WHS's Resources Strategy Board (RSB) to ensure that FMD's efforts are aligned with future WHS and DoD transformation initiatives.

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PAGES 29 - 31

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1.2 The performance work statement

The approach to developing the performance management framework is through a four-phase approach,



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WITHHELD IN TOTAL

PAGE 33

FOIA EXEMPTION (b)(4)

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1.2.1 Orientation briefing

Grant Thornton will develop and present an orientation briefing to FMD within two business days of contract award. This briefing is intended to provide an opportunity to introduce the team; establish project communications; confirm project objectives; establish project ground rules; and discuss timelines, deliverables and expectations.

1.2.2 Project plan

Grant Thornton will provide a project plan to the Contracting Officer's Technical Representative (COTR) based on the WBS. The project plan will:

- Be provided in Microsoft Word and Project, both electronically and in hard copy format;
- Describe the technical approach to be undertaken;
- Describe the resources that will be utilized by the project
- Describe the management controls to be employed to meet not only performance requirements but also schedule requirements;
- Detail the Key Activities and Milestones of the project; and
- Describe any technology to be incorporated into the project (e.g., WebexOne Portal).

1.2.3 Confirm objectives

Although FMD has expressed its objectives in its SOO, it is essential to confirm both project and longer-term objectives with FMD project staff members, as well as with FMD stakeholders, including WHS's RSB and representative customers. Grant Thornton will coordinate with FMD Project Management to schedule interviews and workshops to maximize staff time.

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1.2.4 Build the Strategic Framework

To ensure that the elements that ultimately constitute the PMF are in line with FMD's long-term objectives, it will be necessary to establish the Strategic Framework under which it will exist. This entails a review of WHS's and FMD's mission statements to confirm alignment.

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PAGE 36

FOIA EXEMPTION (b)(4)

1.2.7 Final report

At the conclusion of the four phases of our approach, Grant Thornton will produce a final report for FMD that summarizes objectives achieved during the project, highlights significant issues or problems encountered during the project and documents recommendations for improving the process going forward.

1.2.8 Monthly report

Grant Thornton will document the efforts performed in the completion of each task in a detailed monthly status report due on or before the third of each month. This status report will include 1) progress for the period, with activities and accomplishments and status complete; 2) activities planned for the next reporting period and planned delivery date(s); 3) problems, issues, or delays encountered and recommendations for resolution; and 4) strategy revisions with recommended changes to include any lessons learned.

1.3 Performance requirements summary

The performance requirements summary in completing the performance work statement is represented in Figure 5. This summary provides proposed standards for acceptance, inspection, surveillance and mitigation.

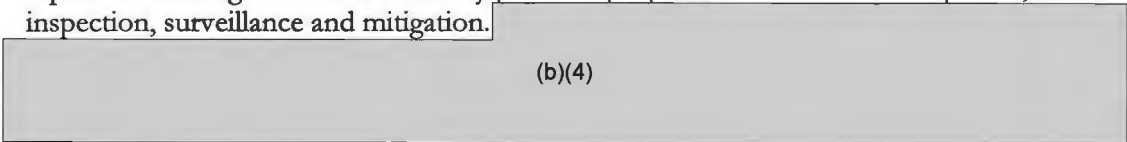


Figure 5: Performance requirements summary

Performance Requirement Summary (PRS)				
PWS Section	Performance Standards / Acceptance Criteria	Inspection Frequency	Surveillance Method	Potential Mitigation
1.2.1	Timeliness – Orientation Briefing conducted within 2 days of award	One-time	-Attendance	Internal communication to promote attendance
	Quality – Orientation Briefing covered items specified in the PWS	One-time	-Attendance	Internal communication to promote attendance
1.2.2	Timeliness - Project plan completed within 7 business days of award	One-time	-Electronic and hard-copy	Draft review (updates as required)
	Quality – Project plan contains all the items specified in the PWS	One-time	-Electronic and hard-copy	Draft review (updates as required)
1.2.3	Timeliness – Objectives confirmed within 10 business days of award	One-time	-Interview participating FMD staff to validate knowledge transfer	Meeting minutes; ongoing validation
	Quality – Objectives can be repeated independently by FMD staff	One-time	-Interview participating FMD staff to validate knowledge transfer	Meeting minutes; ongoing validation
1.2.4	Timeliness – Strategic Framework completed within 30 business days of award	One-time	-Interview participating FMD staff to validate knowledge transfer	Meeting minutes; ongoing validation
	– Communications Plan completed within 20 business days of award	One-time	-Electronic and hard-copy	Draft review
	Quality (b)(4)	One-time	-Interview participating FMD staff to validate knowledge transfer	Meeting minutes; ongoing validation
	– Communications Plan contains all the items specified in the PWS	One-time	-Electronic and hard-copy	Draft review

1.2.5	Timeliness (b)(4)	One-time	-Interview participating FMD staff to validate knowledge transfer	Meeting minutes; ongoing validation
	- Training Plan completed within 45 business days of award	One-time	-Electronic and hard-copy	Draft review
	- Knowledge Transfer Plan completed within 45 business days of award	One-time	-Electronic and hard-copy	Draft review
	(b)(4)	One-time	-Electronic and hard-copy	Draft review
	Quality (b)(6)	One-time	-Interview participating FMD staff to validate knowledge transfer	Meeting minutes; ongoing validation
	- Training Plan contains all elements defined in requirements gathering session(s)	One-time	-Electronic and hard-copy	Draft review
	- Knowledge Transfer Plan contains all elements defined in requirements gathering session(s)	One-time	-Electronic and hard-copy	Draft review
	(b)(4)	One-time	-Electronic and hard-copy	Draft review
1.2.6	Timeliness - CONOPS completed within 75 business days of award	One-time	-Electronic and hard-copy	- Draft review
	(b)(4)	One-time	-Interview participating FMD staff to validate knowledge transfer	- Meeting minutes; ongoing validation
	Quality -CONOPS (including PMF and Implementation) contains all the items specified in the PWS	One-time	-Electronic and hard-copy	- Draft review
	(b)(4)	One-time	-Interview participating FMD staff to validate knowledge transfer	- Meeting minutes; ongoing validation
1.2.7	Timeliness – Final Report completed within 75 business days of award	One-time	-Electronic and hard-copy	- Draft review
	Quality -Final Report contains all the items specified in the PWS	One-time	-Electronic and hard-copy	- Draft review
1.2.8	Timeliness – Monthly Report completed by the 3 rd of each month	Monthly	- Electronic and hard-copy	- Ongoing communication / transparency
	Quality -Monthly Report contains all the items specified in the PWS	Monthly	- Electronic and hard-copy	- Ongoing communication / transparency