


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 23	
2. CONTRACT NO. HQ0034-09-A-3019		3. AWARD/EFFECTIVE DATE 18-Mar-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0034-09-R-3002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JAMES WAGGONER				b. TELEPHONE NUMBER (No Collect Calls) 703-588-1141	
8. OFFER DUE DATE/LOCAL TIME 11:00 AM 25 Nov 2008		9. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901 TEL: FAX:		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: NAICS: 541611		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 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 checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SEE ITEM 9		17a. CONTRACTOR/OFFEROR BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904 TEL (b)(6) FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264	
<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						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<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 <u>0</u> COPIES 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 checked="" 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: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 1 8-Mar-2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lisa M. Maass / Contracting Officer TEL: 703-588-1105 EMAIL: lisa.maass@whs.mil			

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

PAGE 2 OF 23

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

 35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL

☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

BPA INFORMATIONBPA STRUCTURE

The Washington Headquarters Services, Acquisition and Procurement Office intends to establish multiple award BPA's with three or more vendors.

The following Schedule applies to this agreement:

<u>Period of Performance</u>	<u>Dollar Threshold Capacity of the BPA</u>	<u>Performance Dates</u>
5 Years	\$250, 000,000.00	Date of award through month 60 after date of award.

The combined dollar limit of all task orders awarded under the BPA is \$250,000,000.00. The BPA expire after five (5) years, or at the end of the FSS contract period, whichever is earlier.

For ease of contract administration, the contractor agrees to submit a pricing matrix of anticipated frequently used rates for potential task orders under this BPA no later than thirty (30) days after BPA award. Although the anticipated frequently used rates represent the rates the contractor expects to use under most BPA orders, this matrix in no way limits the contractor from proposing any other GSA rate under the above MOBIS Schedules with the proposed discount. If rates not in the matrix are proposed under future task orders, the contractor will provide the schedule number, schedule rate, and applied discount for such rates in their task order proposal.

Support for the price matrix will include the contractor's GSA rate (for MOBIS Schedules 874-1, 874-2, 874-3 and 874-7), the proposed discount, and the resulting BPA rate (found in the above described matrix). This matrix will be incorporated into the BPA in a modification.

The BPA shall be reviewed annually before the anniversary of their effective dates and revised as necessary. The BPA's may be discontinued by either party upon thirty (30) days written notice.

Scope

The purpose of the BPA is to provide a broad range of non –personal, professional, technical, analytical, and executive –level administrative support service to Washington Headquarters Services (WHS), the Office of the Secretary of Defense (OSD), and potentially other Department of Defense offices supported by the WHS Acquisition and Procurement Office.

Obligation of Funds

Funds will be obligated on individual orders placed against the BPA. In accordance with FAR 16.702(c), no monetary obligation in the form of a minimum guarantee or otherwise will be made pursuant to the establishment of a BPA.

BPA Users

The principal user of the BPA will be the Office of the Undersecretary of Defense (Policy). Other potential users of the BPA, with the consent of the Office of the Undersecretary of Defense (Policy) and approval of the Contracting Officer, are other offices within the Office of the Secretary of Defense, Other Defense Agencies, and the Joint Staff. Calls placed under this Agreement may be made orally, by fax, by E-mail, or by regular mail. Each call will be assigned a call number.

Authorized BPA Callers

WHS A&PO OSD Studies Division Contracting Officers.

BPA Administrator

The administrator for the BPA will be:

WHS/Acquisition and Procurement Office
OSD Professional Services Acquisition Division
1700 North Moore Street, Suite 1425
Arlington (Rosslyn), VA 22203

Contractor Information

CONTRACTOR ADDRESS and POC

Name: Booz Allen Hamilton Inc. (BAH)

Address: 8283 Greensboro Drive, McLean, VA 22102

Phone: (b)(6)

Fax:

Email:

FINANCIAL INFORMATION (All TBD)

Banking Institution: Vendor is required to register in Wide Area Work Flow (WAWF)

Routing Transmit Number:

Account Number:

Type of Account:

Taxpayer ID Number:

Types of Orders

The Government contemplates issuing, on an as-needed-basis, primarily firm-fixed-price task orders which may include time and materials CLINs for travel, other less predictable requirements, and surge as necessary. Specific requirements for services will be contained in each task order.

Required Confidentiality Agreements

The Contractor may be required to submit to the Contracting Officer prior to the award of a Call Order under this BPA, a signed copy of a Contractor Employee Confidentiality Agreement.

BPA ADMINISTRATION

1. Contracting Officer's Representative (COR)

(a) The COR will be identified for each Task Order.

(b) The Contractor is advised that only the Contracting Officer can change or modify the BPA terms or take any other action which obligates the Government on any task order. The authority of the COR for each task order is strictly limited to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer do so at their own risk and

expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

2. Contractor Visits

The COR will approve and coordinate all Contractor visits to a sponsor's agency and other DoD agencies necessary for performance under each order. All security visit requests shall be submitted to the COR for approval.

3. BPA Management

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

(a) Contracting Officer. All BPA administration will be effected by the Contracting Officer. Communications pertaining to contract administration will be addressed to the Contracting Officer. No changes to the performance work statement are authorized without a written modification to the BPA executed by the Contracting Officer.

(b) Contracting Officer's Representative. A Contracting Officer's Representative (COR) monitors all technical aspects of the contract and assists in task order administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the task order; perform inspections necessary in connection with performance under each task order, monitor Contractor performance and notify both the Contracting Officer and the Contractor of any deficiencies; coordinate availability of Government Furnished Property (GFP), and provide site entry of Contractor personnel.

(1) The COR is not authorized to change any of the terms and conditions of the contract. Changes in the scope of work shall be authorized only by the Contracting Officer in a properly executed written modification to the contract.

(2) The COR is not authorized to re-delegate his/her authority.

(3) The COR is not authorized to initiate acquisition actions by use of imprest funds or blanket purchase agreements, nor to issue purchase orders, place calls or delivery orders under basic agreements, basic ordering agreements or indefinite-delivery contracts.

(4) The COR will be established for each individual Call Order.

4. Travel

Performance under the BPAs may require travel. In that event, all travel will be at the request of the government via the COR under specific task orders issued.

If travel is required outside the metro area, it will be addressed separately by task order.

Reimbursement for travel in conjunction with the performance of a task order under the BPAs will be in accordance with the Joint Travel Regulations and PWS paragraph 11 herein.

5. Invoicing Instructions

The Contractor shall invoice per BPA task order.

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 contractor is required to utilize this system when submitting

invoices and receiving reports for orders issued under this BPA. Unless specifically directed in a task order issued under the BPA, the Contractor shall follow the invoicing instructions below.

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 the <https://wawf.eb.mil>, within ten (10) days after award of the BPA or modification incorporating WAWF-RA into the BPA. Step by step procedures to register are available at the <https://wawf.eb.mil>

The WHS WAWF-RA point of contact will be identified for each Task Order. The contractor is directed to use the "2 in 1" format when submitting invoices and receiving reports.

When entering the invoice into WAWF-RA enter in the following fields these DoDAAC or DoDAAC extensions:

"Issue by DoDAAC" field enter **HQ0034**
 "Admin DoDAAC" field enter **HQ0034**
 "Payment DoDAAC" field enter **HQ0338**
 "Ship to Code/ EXT" field enter in **HQ0034** and **Info will be filled in at the time of task order award**
 "Inspect By DoDAAC/ EXT" **Info will be filled in at the time of task order award**
 "LPO DoDAAC/ EXT" fields - "Leave blank"

In some situations WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin DoDAAC" and "Payment DoDAAC". Contractors shall verify these DoDAACs automatically entered 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).

Shipment numbers must be formatted as follows:

For Services, enter 'SER' followed by the last four (4) digits of the invoice number.
 For Construction, enter 'CON' followed by the last four (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. Contractors shall click on "Send More Email Notification" on the page that appears. Contractors shall insert email addresses identified in the Task Order in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

CLAUSES INCORPORATED BY REFERENCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. In addition, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil> and www.arnet.gov.

(End of Clause)

52.202-1	Definitions	JUL 2004
52.204-9	Personal Identify Verification of Contractor Personnel	SEP 2007
52.216-8	Fixed-Fee	MAR 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.217-8	Option to Extend Services	NOV 1999
52.217-9	Option to Extend the Term of the Contract	MAR 2000

52.233-1	Disputes	JUL 2002
52.246-4	Inspection of Services – Fixed Price	AUG 1996
52.246-6	Inspection of Services – Time and Materials and Labor Hour	MAY 2001
252.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure of Information	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.212-7000	Offeror Representations and Certification – Commercial Items	JUN 2005
252.212-7001	Contract Terms and Conditions Required to Implement Status or Executive Orders Applicable to Defense Acquisitions of Commercial Items	APR 2007
252.232-7003	Electronic Submission and Payment Requests	MAR 2007
252.246-7000	Material Inspection and Receiving Report	MAR 2003

52.217-8 -- Option to Extend Services.

As prescribed in [17.208\(f\)](#), insert a clause substantially the same as the following:

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of Clause)

OTHER CLAUSES

1. Organizational Conflict of Interest (OCI)

a. **Purpose:** The primary purpose of this clause is to aid in ensuring that:

- (1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to any work issued pursuant to this agreement;
- (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information regarding the Government's program plans and actual or anticipated resources; and
- (3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. **Scope:** The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for the purposes of this clause is any information

considered to be so valuable by its owner that it is held in secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information after the completion of this contract, or until such information is released or otherwise made available to the public, which ever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(2) Access To and Protection of Propriety Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement that shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract," "Contractor," and "Contracting Officer," will be appropriately modified to preserve the Government's rights.

d. Disclosures: If the Contractor discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall be made on the OCI Analysis/ Disclosure Form provided as an Attachment to this agreement, and shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or the contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for the convenience of the Government if such termination is deemed to be in the best interest of the Government.

f. Modifications: Prior to contract modification, when the Task Order PWS is changed to add new work or the period of performance is significantly increased, the Contracting Officer may require the Contractor to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

2. Ordering

Orders will be placed by the Washington Headquarters Services Acquisition and Procurement Office. The ordering Contracting Officer shall ensure compliance with all rules and regulations. Orders shall be received and accepted via hard and soft copy (CD or e-mail). Prior to soliciting Task Order proposals, Task Order Work Statements will be sent to all BPA holders (as set forth below) with a request to acknowledge receipt within 48 hours for the tasking outlined in the Task Order Work Statement.

When a task order is required, the Contracting Officer will issue a request for proposal to the BPA holders. The BPA holder, unless he "opts out," in accordance with the opt out provision below, shall submit his proposal to the Contracting officer, and the Contracting Officer will either accept the BPA holder's proposal, conduct a source selection, issue a task order, or negotiate with BPA holders, in support of task order award. If negotiations are entered into, the order will be issued to reflect the negotiated and agreed to price for the task order. Each task order shall be binding on the BPA holder when the task order is issued by the Government.

Within 48 hours of issuance of a request for proposals (RFP), BPA holders may choose to not to participate in submitting a proposal in response to an RFP by notifying the Contracting Officer of their desire to "opt out". Such notification shall be made by either facsimile and/or e-mail. The Contracting Officer may suspend BPA holders from future task order competition when BPA holders elect to opt out in response to three successive RFP's, or four times during any option period.

After award of the initial task order, future task order awards may be based on any contracting approach provided for under GSA Ordering Guidelines, including sole source, best value, low price technically acceptable, or price alone. BPA holders will be informed via task order RFP of the source selection method to be used.

3. Other Terms and Conditions

The terms, conditions and clauses of Federal Supply Schedule number **GS-23F-9755H** are applicable to this BPA and call orders issued pursuant to this BPA.

4. Small Business Participation/Reporting

The Government wishes to cultivate small business sources in support of OUSD (Policy) requirements. To that end, the Government intends to actively monitor each BPA holders efforts to include small business participation under awarded Task Orders.

On a quarterly basis, each Contractor shall report on small business participation under awarded Task Orders. This quarterly report must show both total task order dollars and total small business dollars in each socio-economic category for each task order. Using this data, the contractor shall also measure and calculate the afore-mentioned small business participation as a percentage of total Task Order dollars in each socio-economic category for each task order. In the event a Task Order contains little or no small business participation, the Contractor shall include an explanation regarding why small business(es) are not participating in the performance of that order.

Report results will be reviewed against WHS FY2008 Subcontracting Goals set forth below; and the Contractors demonstrated commitment to supporting the Governments goal of cultivating small business sources in support of OUSD (Policy) will also be evaluated. Additionally, option exercise will be linked to the afore-mentioned review results.

WHS FY 2009 Subcontracting Goals

Small business	41%
Small-disadvantaged business	15%

Woman-owned small business	6.5%
HUB Zone	4.5%
Service-Disabled Veteran-Owned Small Business	3%

The Contractor's results on this BPA will be included in any past performance reporting that may be requested/accomplished on this BPA. The Government reserves the right to make small business participation report results a Go/No Go factor for task order award.

Pursuant to clause 4 above, the contractor agrees to identify additional subcontractors in the socio-economic categories identified. The contractor understands that failure to comply with clause 4 above may result in exclusion from participating in task order procurements.

5. Option Exercise

In addition to the terms and conditions for option exercise set forth by the FAR/DFARS clauses herein, Option Exercise will also be accomplished in accordance with Clause E.4 "Small Business Participation/Reporting" results and Technical Exhibit I.

6. Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any changes in personnel assigned to key positions. The key positions are defined as:

- (1) (b)(6)
- (2)
- (3)

Note: At a minimum, the on-site Program Manager and an alternate should be considered Key Personnel.

(b) During the first 90 calendar days of performance*, the Contractor shall make no substitutions of key personnel without the approval of the Contracting Officer, unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer as soon as possible after the occurrence of any of these events and provide the information required below. After the initial 90 calendar day period, the Contractor may propose substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the Contracting Officer, that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel originally identified for the position. The Contracting officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on proposed substitutions.

*Note to Offerors: The number of days for the Key Personnel will be determined by the anticipated duration of each order. Unless the order contains an alternate number of days under this clause, the default number of days will be 90 days.

**PERFORMANCE WORK STATEMENT
FOR
MISSION SUPPORT SERVICES**

1.0 BACKGROUND

1.1 This Statement of Work (SOW) provides for a broad range of non-personal, professional and executive-level mission support services to the Washington Headquarters Services (WHS), Office of the Secretary of Defense (OSD) and, potentially other Department of Defense offices supported by WHS Acquisition and Procurement Office. The objective of this contract action is to acquire, through award of multiple award Blanket Purchase Agreement (BPA), with firm-fixed price and time and material task orders, for professional and executive-level mission support services, primarily for the Office of Under Secretary of Defense, Policy (USD(P)). The USD(P) provides timely policy advice to the Secretary of Defense, consistent with the nation's overall security objectives. The USD(P) is the principal advisor to the Secretary on all matters concerning national security and defense policy, to include integration and oversight of DoD policy and plans to achieve national security objectives. The Principal Deputy Under Secretary of Defense for Policy provides advice and assistance to the Secretary, Deputy Secretary, and the Under Secretary of Defense for Policy on national security policy, military strategy and plans, defense capability policy, and emerging global issues to include responsibility for the core management functions of the Policy organization.

2.0 WORK ENVIRONMENT

Office setting that includes sedentary physical effort. However, may include lifting of weight up to thirty (30) pounds as necessary.

3.0 OBJECTIVES

To provide professional, technical, and executive-level administrative support services as defined below to various organizations within the Office of the Under Secretary of Defense (Policy). Work may consist of services for, but not be limited to professional, technical, analytical, security, Freedom of Information and various executive-level office administration and correspondence control support.

4.0 SCOPE

The contractor shall provide both on-site and off-site support for routine and unforeseen events and requirements as directed by the contracting authority. The number, type, and essential skills for contractor personnel shall be dictated by the nature of the tasks in each task order. Task requirements will primarily be in support of the missions and functions of the Offices of the Under Secretary of Defense for Policy but may, as needed, also include support for other offices under the Secretary of Defense. The Contractor shall provide personnel during normal operations and during surge or special situations to accomplish the tasks specified in this document. The Contractor shall provide services to perform the work set forth below.

5.0 GENERAL INFORMATION:

- a. **Quality Control (QC):** The contractor shall develop and maintain an effective Quality control program to ensure services are performed in accordance with the Performance Work Statement (PWS) and Task Order Work Statement (TWS). The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The contractor's quality control program is the means by which it assures itself that its work complies with the requirement(s) of the BPAs and each individual task order.

b. **Quality Assurance:** The government shall evaluate the contractor's performance under this BPA in accordance with the Performance Requirement Summary (PRS), Technical Exhibit 1. A tailored PRS for each task order will be established using some or all of the performance requirements in Technical Exhibit 1, as applicable, and performance will be assessed in accordance with the performance objectives in the PRS.

c. **Hours of Operation:** Contractor personnel are expected to conform to normal operating hours. The normal duty hours are 0830 through 1700 hours, Monday through Friday, except Federal holidays, or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. Alternate Work Schedule (AWS) may be made available to the Contractor dependent on the requirements and policies of the respective office supported. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the government facility is not closed.

d. **Recognized Holidays:** The contractor is not required to provide services on the following days:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

e. **Security Requirements:** Contractor personnel, must possess a TOP SECRET clearance. Contractor personnel working on sensitive compartmented information (SCI) must have a TOP SECRET clearance with access to SCI. Contractors may be issued courier card(s) for the purpose of delivering documents/media to the federally controlled buildings within the National Capital Region (NCR). Specific security requirements will be stated at the Task Order level. In the event security requirements on individual task orders are different from this sub-paragraph (e), the Government COTR will document that change to the contractor in writing. Such documentation supercedes sub-paragraph (e) herein, and must be maintained by the COTR and contractor as official contract documentation.

f. **Identification of Contractor Employees:** All contractor personnel performing work under this contract shall conspicuously display on their person a contractor furnished photo identification badge while on duty, as well as a government issued photo identification badge or badges as appropriate. Badges shall display, at a minimum, the employee's full name and the legal name under which the Contractor is doing business. Contractor personnel shall wear their badges while attending meetings and will identify themselves as contractor employees, stating their name and their company's name.

g. **Privacy Act:** Contractor(s) personnel may have access to information subject to the Privacy Act in the performance of this task. All assigned employees shall comply with all the requirements of the Privacy Act. Contractor(s) are responsible for providing all its personnel working on this contract Privacy Act training. Certificates of training shall be sent to the Contracting Officer Representative (COR) upon completion of training.

h. **Organizational Conflict of Interest & Non-disclosure Statements:** All Contractor personnel are required to complete and sign organizational conflict of interest and non-disclosure statements as a part of in processing. Contractor(s) will provide a copy of all signed statements to the COR, who will forward them to the Security Manager at the time the employee enters on to duty. (Also see "Organizational Conflict of Interest (OCI)" herein.)

i. **Key Personnel:** The contractor shall designate a working-level on-site Program Manager and an alternate who, in addition to performing routine, daily duties at the task order level, shall be responsible for the oversight, assignment, attendance and performance of contractor personnel, as well as any other appropriate supervision tasks at both the task order level and the overall Basic Purchasing Agreement. The name of this person and an alternate, who shall act for the contractor when the manager is absent, shall be designated in

writing to the Contracting Officer (CO) and the COR in the offeror's proposal. The Program Manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contractor's proposal shall describe the authority vested in this person, as well as the methods whereby the Program Manager intends to manage contractor employees, assignments and quality of work, and how the Program Manager will communicate with his firm, the COR, and/or assigned Government task managers. The Program Manager shall track and record time and attendance for all personnel working under this contract, consistent with his firm's time, attendance and accounting practices. Progress meetings between the Program Manager and Government officials, such as the COR, Task Managers and the Contracting Officer, shall be held on an as-needed basis and should not exceed two (2) hours in duration.

j. Post Award Conference/ Periodic Progress Meetings: Post Award Conference/Monthly Progress Meetings: The contractor shall attend any post award conference convened by the Contracting Officer in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer or Contracting Officer's Representative (COR), and other Government personnel as appropriate, will meet monthly with the contractor to review progress on any active Task Orders. The agenda for these meetings will include contractor activities for the prior month, scheduled contractor activities for the current and next month, problems encountered or anticipated and actions taken or recommendations for their resolution, and percentage of requirements completed.

6.0 REQUIREMENTS

The contractor shall support the various organizations within the Offices of the Under Secretary of Defense (Policy) and Washington Headquarters Services with the following specific services. Requirements may vary depending on the office. The persons provided should be able to interpret, understand, and abide by published standard operating procedures and various Government rules and regulations in order to perform the work. The contractor should understand the structure of the Department of Defense and the US Federal Government, and must be capable in Microsoft Office suite (Word, Excel, and PowerPoint).

6.1 Professional, Technical, and Analytical Support

6.1.1 Provide professional, technical, and analytical personnel capable of addressing a wide range of policy issues related to the overall mission of the Office of the Under Secretary of Defense (Policy). These issues may include, but not be limited to, subject matter experts in each geographic, demographic, and culture area the world; strategies, policies, and long term security measures; analytical and technical support in such areas as anti-terrorism, domestic force protection, and installation preparedness policy; and defense support for civil authorities, crisis management and defense continuity, and defense and security policies.

6.1.2 Provide assistance in developing the Security Cooperation Guidance and subsidiary guidance; provide expertise on technology policy and assist with policy on non-nation state threats, including counter narcotics and WMD.

6.1.3 Provide support and assistance concerning legislative issues and strategic communication strategies in support of Policy's mission.

6.1.4 Provide technical and analytical support on special operations, strategic capabilities, stability operations and force transformation.

6.1.5 Provide studies and analysis, and on-site technical support for OUSD Policy's global strategy development; assist with providing long-term security strategy planning (e.g. the Quadrennial Defense Review (QDR)).

6.2 Freedom of Information-Mandatory Declassification Review Support

6.2.1 Provide technical and classification reviews of FOIA and Mandatory Declassification and Review (MDR) documents. Work shall be performed by the contractor at the contractor's facility as well as on-site under the direction of the FOIA program manager. The contractor shall pickup and return FOIA/MDR documents from various offices. Task assignments will specify the required work, to include reports, documents, correspondence, and other deliverables with specific timelines delineated by the program manager.

6.2.2 Review Services. The Contractor shall provide personnel to process incoming FOIA/MDR requests from the public under the Freedom of Information Act and Mandatory Declassification Review Program. Personnel will have a thorough knowledge of the FOIA and MDR program, as well as relevant classification guides, as information withheld must be defensible under the law.

6.2.3 Classification review. The Contractor shall conduct independent reviews, electronically or manually, as defined, to determine if documents may be reclassified/declassified/sanitized based on guidance and regulations. The Contractor shall coordinate among relevant Government offices to determine the status of documents reviews and to resolve issues and problems raised during the review process. Government representatives will make all final determinations.

6.2.4 Database Management. The Contractor shall provide required tracking information; update and maintain the FOIA database to ensure that the FOIA 10-working-day suspense requirement is met.

6.3 Support to the Policy Security Office.

6.3.1 Provide Security Specialists who shall advise, guide, counsel, and present security program recommendations for individuals within the Policy offices; provide technical guidance and assistance as required for all matters regarding SCI access.

6.3.2 Conduct security inspections and technical assistance visits and monitor compliance with security regulations; provide technical guidance, clarification, and interpretation of security guidance; determine strengths and weaknesses of individual offices and help plan and evaluate future security needs.

6.3.3 Maintain an up-to-date security database, to include special accesses granted and SCI accesses for all personnel assigned.

6.3.4 Perform SCI briefings and debriefings, and special access briefings; provide security training and ensure that all personnel receive their annual collateral and SCI security refresher briefings, and maintain records of the dates briefed.

6.3.5 Coordinate on all matters relating to Automated Information Systems (AIS) security and serve as the liaison with OSD Security Services regarding these matters.

6.4 Management Support.

6.4.1 Provide program management support, including scheduling and reporting.

6.4.2 Support policy development resulting from various management initiatives.

6.5 General Administrative, Secretarial and Clerical Support

a. DTS and Travel Support

6.5.1 Coordinate with other Policy office staff and leadership, organizations within the Department of Defense, and outside organizations within and outside the Federal Government.

6.5.2 Coordinate plans and preparation for meetings both in and outside the Washington D.C., including meetings outside the US (travel agenda, country clearance, cables visa/passports, notifications, invitations, protocol interface).

6.5.3 Provide assistance and administrative support for meetings, document collection, control and retrieval, and general clerical assistance where needed. The contractor must be able to provide assistance in the archiving of federal documents and other administrative matters as appropriate.

6.5.4 Assist in travel arrangements for offices, to include execution under the parameters of the DOD travel regulations.

6.5.5 Provide support to Policy and other organizations for the proper use and implementation of the Defense Travel System including a help desk function.

6.5.6 Assists in obtaining theater and country clearances for DoD personnel traveling overseas under the terms of the Foreign Clearance Guide DoD 4500.54-g.

b. Clerical and Administrative Support

6.5.7 Perform secretarial and general clerical assistance including typing, proofreading, filing, scheduling, and working with various software packages such as databases and spreadsheets.

6.5.8 Maintain office calendars and schedule appointments and schedule meetings and ensure background materials have been reviewed and are ready for use. Greet visitors, escort "non-badge" visitors from the main entrances, and assist visitors and Government officials with administrative functions.

6.5.9 Maintain useable working files, personal files, directories, and other materials and prepare file plans in accordance with established procedures.

6.5.10 Deliver taskers, messages, incoming mail, and classified mail to Policy front offices and pick-up any outgoing correspondence. Pick up message diskettes for Policy offices and classified correspondence from Defense Intelligence Agency (DIA) (open, check, sort, and log in a database).

6.5.11 Sort and deliver incoming and outgoing mail to include special messages (cables). Process registered mail and assist with FedEx/UPS deliveries.

6.5.12 Pick up burn bags daily from the front offices and deliver to the Remote Delivery Facility (RDF) in the Pentagon.

6.5.13 Attend to the Customer Service Window and respond to requests from the Policy staff.

c. Event Support

6.5.14 Assist in developing special event requirements such as time and place, location, duration, number of attendees, security requirements, and travel arrangements.

6.5.15 Based on draft agenda, locations, and attendees, prepare a draft budget for event to include submission of Official Representational Funds (ORF), if needed.

6.5.16 Arrange for event transportation, security, conference facilities, lodging, meals, and other social functions.

6.5.17 Schedule air and ground transportation.

6.5.18 Arrange for appropriate conference rooms/facilities and prepare meeting places to follow acceptable protocol procedures such as seating arrangements.

6.5.19 Make meal and lodging arrangements to meet the requirements of the attendees.

6.5.20 Assist in scheduling events (i.e. tours), photographers, and other relevant duties.

6.5.21 Arrange for VIP clearance, parking, expediting security requirements/requests.

6.5.22 In consultation with senior Policy officials, manage official gifts for various events such as recording recipients and type of gifts, prepare and request funding through Official Representational Funds, and request for gift appraisal.

d. Document Management Support

6.5.23 Accurately distribute incoming and outgoing documents; determine type of action required by Policy office(s) for incoming documents, to include identifying the responsible Policy office for action, coordination, and/or assistance; determine the existence of non-Policy offices having a collateral interest.

6.5.24 Maintain a suspense control system that supports the Policy organization; use a specialized database to properly process documentation by identifying the information in the database, establish official Policy organization record of document transaction, and create computer-generated document control sheets electronically and in hard copy.

6.5.25 Prepare and transmit various management reports that enable senior Policy management to determine the number of suspenses for which they are responsible; identify the responsible action office and the current status of the action.

e. Document Review Support

6.5.26 Support and/or perform classification review, information access, records research, conversion, and archiving.

6.6 Editorial Support Services

6.6.1 Coordinate all comments from other sources, edit, write, and/or prepare for signature all manner of documentation such as memoranda, letters, reports, studies, instructions, directives, or other documentation.

6.6.2 Make arrangements for meetings to further develop the data and information for a document.

6.7 Briefings and Presentation Support

6.7.1 Provide sufficient technical and substantive knowledge and expertise to build briefings of substance from rough ideas or drafts for presentation to the most senior levels of the DoD or Federal Government.

6.7.2 Provide support using the latest computer software and imaging packages, and ensure ability to provide rapid turn-around of briefing and presentation materials; provide experience and capability to operate audiovisual equipment. Graphic support may require either computer packages or original hand drawings. Both must be loadable on web software.

6.8 Quadrennial Defense Review (QDR) Support

6.8.1 Professional, Technical and Analytical Personnel Support: Provide studies and analysis, and on-site technical support for OUSD Policy's global strategy development; assist with providing long-term security strategy planning (e.g. the Quadrennial Defense Review (QDR)). Support may include data, content, tradeoff and sensitivity analysis. Additional duties include those outlined in 6.6 Editorial Support Services, 6.7 Briefings and Presentation Support and C.2.3 Classification Review.

6.8.2 Clerical and Admin Support: Provide clerical and administrative support as described in 6.5 (B – E). Provide support to organizational requirements that will be initially developed in early Q2 FY09. Additionally, provide surge capability up to 10 personnel as needed.

6.8.3 Subject Matter Experts: Provide capability to solicit specific subject matter expert's (SME) opinions on matters of Defense policy, force development and force employment scenarios. SME will need to be available to participate in meetings, presentations, and focus groups to discuss and further develop ideas and concepts.

6.8.4 Alternative Analysis: Provide senior peer reviews of products to "red team" concepts, ideas and course of actions.

6.8.5 Outreach: Host meetings on behalf of DoD focused on Congress, [the] interagency, industry and key focus groups. The goal is to spread awareness of how the QDR process works and what issues this QDR will address.

6.8.6 Web Based Support: Create and maintain an external (open domain) and internal (controlled access) websites that facilitates discussion (blogging), housed documents of reference, and supports analyst and decision makers.

7.0 ADMINISTRATIVE CONDITIONS

7.1 The Government will provide all business related facilities, supplies, and services necessary to accomplish this task when the contractor is working at Government facilities. The Government will provide access to all available technical manuals and documentation as requested.

7.2 Normal work hours will be 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding Government Holidays.

7.3 The contractor's program manager shall notify the Task Monitor when contractor staff is on extended planned absences or away from the area. The contractor should be prepared on short notice to provide a suitable substitute for employees who are going to be out of the office for more than one day.

7.4 The COR and task Monitor will provide technical assistance and clarification, if required, for the performance of tasks.

8.0 DELIVERABLES (See Technical Exhibit 2)

8.1 The contractor shall submit to the CO/COR(s) a monthly progress report on each task order. The report should include a narrative review of work accomplished and any anticipated problems or deviations. This report shall also accurately reflect the results of product inspections, summaries of status review meetings, and schedule adherence metrics. In the event the COR decides this requirement is unnecessary for a specific order, the contractor must request the COR make that determination in writing (e-mail is acceptable). The contractor shall keep this e-mail on file for the duration of the task order.

8.1.1 The deliverables shall be submitted to the CO/COR(s) by the fifth business day following the end of each month. The Government reserves the right to modify the delivery schedule below to reflect changes in the Government's requirements.

8.1.2 Unless otherwise noted, the Government will have five business days to complete the review of deliverables. The task monitor shall have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the contractor's accepted proposal.

8.2 The contractor shall submit to the CO/COR(s) a Quarterly Performance Requirement Summary (PRS) report in accordance with Technical Exhibit 1.

8.3 The contractor shall submit to the CO/COR(s) a Quarterly Small Business Report in accordance with clause E.4 herein.

Deliverable	# of Copies	Due Date
Monthly Progress Report	2 to COR and 1 to CO	5 th business day of the month
Quarterly PRS Report	2 to COR and 1 to CO	To be negotiated upon contract award
Quarterly Small Business Report	2 to CO	To be negotiated upon contract award

9.0 GOVERNMENT FURNISHED EQUIPMENT AND GOVERNMENT FURNISHED INFORMATION

9.1 The Government will provide all hardware, computer terminals, personal computers, operations manuals, instructions, and documentation.

9.2 The Government will provide access to the NIPRNet and SIPRNet and classified storage as required.

9.3 The Government will provide access to facsimile equipment, copy machines, and telephones to permit conduct of normal operations.

10.0 SECURITY

10.1 Identification badges, decals, and passwords will be provided by the Government.

10.2 The contractor shall safeguard all US Government information gathered in the performance of assigned duties in accordance with the Privacy Act of 1974. The Contractor shall be required to sign a non-disclosure statement for retention by the Government to ensure awareness of the Privacy Act, including penalties for willful disclosure.

10.3 The contractor shall be responsible for keys provided to the contractor by the Government. The contractor shall not duplicate keys, nor allow them to be used by unauthorized contractor personnel. The contractor shall develop and implement procedures to ensure that the keys issued to the contractor

by the Government are safeguarded. The contractor shall report any occurrence of misplaced keys to the Installation Representative and/or Task Monitor within 24 hours after discovery of occurrence. In the event a key is misplaced or lost, all locks and keys for the Government will be replaced for that system.

11.0 PLACE OF PERFORMANCE

Place of performance will be primarily within the Pentagon and other Government facilities in the Washington, D.C. areas as required. OCONUS travel may be required and will be determined at the Task Order level.

Travel may be required in the performance of designated tasks and duties, to include supporting Government reviews. The Contractor will be authorized travel to locations and other agencies as determined necessary by OUSD(P). Travel will be reimbursed in accordance with Joint Travel Regulations.

12.0 SECTION 508 COMPLIANCE

Section 508 of the Rehabilitation Act requires Federal agencies to make their electronic and information technology accessible to people with disabilities. This applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards specified in 36CFR1194.2, unless an agency exception to this requirement exists. Any agency exceptions applicable to this task order are listed below. The standards define

Electronic and Information Technology, in part, as "any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The standards define the type of technology covered and set forth provisions that establish a minimum level of accessibility. The application section of the standards (1194.2) outlines the scope and coverage of the standards. The standards cover the full range of electronic and information technologies in the Federal sector, including those used for communication, duplication, computing, storage, presentation, control, transport, and production. This includes computers, software, networks, peripherals, and other types of electronic office equipment.

Technical Exhibit 1

QUALITY PLAN – PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Contractor's service requirements are summarized into performance objectives and quality standards that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. Performance in accordance with these thresholds is critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance	Incentive/Disincentive
PRS #1 – For each Task Order, the Contractor, in a timely fashion, provides appropriately skilled professional personnel with necessary security clearances to support OUSD (P) in accomplishment of its mission.	Skilled, motivated, and sufficiently cleared support personnel report to work within 17 days of vacancy being identified.	No more than one (1) transgression per 90 day period.	Client Interview	Past Performance Rating; Option Exercise
PRS #2 – The Contractor recruits and maintains a stable and talented	Minimal turbulence and turnover in the workforce that promotes a stable	No more than one related episode per 90 day period.	Client Interview	Past Performance Rating; Option Exercise

workforce that effectively supports the OUSD (P) mission requirements.	and productive work environment, with a reduced learning curve and task repetition.			
PRS #3 – The Contractor's workforce consistently generates timely work product of high quality.	<p>All deliverables and written products, including but not limited to Position Papers, White Papers, Briefing Material, meeting summaries, and issue papers, reflect thorough research in and knowledge of the topic at hand; articulate clear conclusions and/or recommendations, as appropriate; all material is written and formatted as directed; reflects Government guidance on draft and final material and is comprehensive, coherent, accurate, timely, and complete.</p> <p>Professional advice and assistance is rendered pro-actively; is thorough and well thought out; is rational, executable, and supportable.</p>	No more than three transgressions per 90 day period.	Client Interview.	Past Performance Rating; Option Exercise
PRS #4 – Contractor results under Clause E.4 "Small Business Participation/Reporting" herein.	WHS FY 2009 Subcontracting Goals	Contractor effort to meet WHS FY 2009 Subcontracting Goals.	Reflected in Quarterly deliverable report.	Past Performance Rating; Option Exercise, Task Order Award

End of Technical Exhibit 1

Technical Exhibit 2**SCHEDULE OF DELIVERABLES**

Deliverable	Frequency	# of Copies	Media/Format	Submit To
Progress Report	Monthly	Two (2) to COR and one (1) to CO	Via e-mail	COR/Contracting Officer
Small Business Report	Quarterly	Two (2) to CO	Via e-mail	Contracting Officer
PRS Report	Quarterly	Two (2) to COR and one (1) to CO	Via e-mail	COR/Contracting Officer

End of Technical Exhibit 2**CLAUSES INCORPORATED BY REFERENCE**

52.252-2 Clauses Incorporated By Reference

FEB 1998

CLAUSES INCORPORATED BY FULL TEXT**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

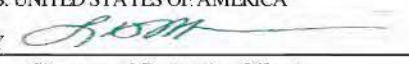
(5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

- (6) ___ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (7) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (8) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (9) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (10) ___ 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (11) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (12) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (13)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (14) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (15) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (16) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (17) _X_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (18) ___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (19) _X_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (20) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).0
- (21)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ___ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ___ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ___ Alternate III (MAY 2002) of 252.247-7023.
- (22) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 16-Apr-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209		HQ0034		7. ADMINISTERED BY. (If other than item 6) CODE		See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019			
				X 10B. DATED (SEE ITEM 13) 18-Mar-2009			
CODE 17038		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.							
X 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:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 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: mcmiccec09953 The purpose of this modification is to add a rate matrix and address the contractors's actions in accordance with the above-numbered Blanket Purchase Agreement terms and conditions.							
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) LISA M. MAASS / CONTRACTING OFFICER TEL: 703-588-1105 EMAIL: lisa.maass@whs.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 16-Apr-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

PURPOSE OF MODIFICATION

The purpose of this modification is to add a rate matrix and address the contractors's actions in accordance with the above-numbered Blanket Purchase Agreement terms and conditions.

1. Under Section B, the following price matrix is hereby added:

Labor Category	10/1/2008	10/1/2009	10/1/2010	10/1/2011
	—	—	—	—
	9/30/2009	9/30/2010	9/30/2011	9/30/2012

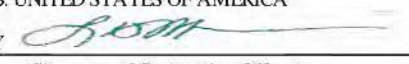
(b)(4)



2. Pursuant to “Other Clauses”, Clause 4, “Small Business Participation/Reporting”, the contractor has identified sub-contractors in the socio-economic categories described therein.

All other terms and conditions of the above-numbered contract remain unchanged.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 11-Jun-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901		HQ0034		7. ADMINISTERED BY (If other than item 6) CODE		See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019			
				X 10B. DATED (SEE ITEM 13) 18-Mar-2009			
CODE 17038		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.							
X 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:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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: berryd091147 The purpose of this modification is to add the DD254 into the Blanket Purchase Agreement.							
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) LISA M. MAASS / CONTRACTING OFFICER TEL: 703-588-1105 EMAIL: lisa.maass@whs.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 11-Jun-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

TABLE OF CONTENTS

The below Table of Contents has been added

Exhibit/Attachment Table of Contents

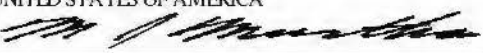
DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254	9	11-JUN-2009

The following have been added by full text:

DD 254

See attached DD 254

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 24-Feb-2010		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034		7. ADMINISTERED BY (If other than item 6) WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901		CODE HQ0034	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019			
				X 10B. DATED (SEE ITEM 13) 18-Mar-2009			
CODE 17038		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).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement by both parties.							
D. OTHER (Specify type of modification and authority)							
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: <u>washingr10598</u> See Summary of Changes							
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) MICHAEL MURTHA / CONTRACTING OFFICER TEL: 703-588-8202 EMAIL: michael.murtha@whs.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 09-Mar-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to incorporate the following :

- A. Implement new contract requirements and responsibilities restricting the use of mandatory arbitration agreements. Clause 252.222-7999 is hereby incorporated into Blanket Purchase Agreement, HQ0034-09-A-3019.
- B. All other terms and conditions remain unchanged.

**ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES
RESTRICTING THE USE OF MANDATORY ARBITRATION
AGREEMENTS (DEVIATION) (FEB 2010)**

(a) Definitions.

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

- (i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or
- (ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and


(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010 that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER HQ018702180012000		PAGE 1 OF 25	
2. CONTRACT NO. HQ0034-09-A-3019		3. AWARD/EFFECTIVE DATE 30-Sep-2010		4. ORDER NUMBER 0006		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY WHS ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155 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: NAICS:		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"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO WHS INFORMATION TECH MGMT DIRECTORATE JACKIE DAVIS 1215 SOUTH CLARK STREET SUITE 1204 ARLINGTON VA 22202		CODE HQ0187		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904 TEL. 703.377.7101		CODE 17038 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" 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) \$3,274,881.16	
<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 23-Sep-2010	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) David L. Price / Contracting Officer TEL: 703-696-3970 EMAIL: DAVID.PRICE@WHS.MIL			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 25	
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 <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>			
			42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

This order is issued under and pursuant to the provisions of HQ0034-09-A-3019 (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this , remain in full force and effect.

The discount rate for each labor category in the Contractor's Schedule of Prices (Proposal Number: 05PM-0011-00) apply to this order.

POINTS OF CONTACT

Contractor: (b)(6)
Telephone: (b)(6)
Email: (b)(6)

Customer: (b)(6)
Telephone: (b)(6)
Email: (b)(6)

Contract Specialist: (b)(6)
Telephone: (b)(6)
Email : (b)(6)

Contracting Officer: (b)(6)
Telephone: (b)(6)
Email: (b)(6)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment I	DD Form 254	2	23-SEP-2010

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001.		12	Months	(b)(4)	(b)(4)

Project Management

FFP-LOE

Per Section 5.1 of the PWS.

PPA Code: 2610

PURCHASE REQUEST NUMBER: HQ018702180012000

ADDITIONAL MARKINGS: 10WHS615-012-0001

NET AMT.

(b)(4)

CEILING PRICE

\$0.00

ACRN AA

(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002.		12	Months	(b)(4)	(b)(4)

Enterprise Performance Mgt. Strategy

FFP-LOE

Per Section 5.2 of the PWS.

PPA Code: 2610

PURCHASE REQUEST NUMBER: HQ018702180012000

ADDITIONAL MARKINGS: 10WHS615-012-0001

NET AMT.

(b)(4)

CEILING PRICE

\$0.00

ACRN AA

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	(b)(4)	(b)(4)
OPTION	Surge (Project) Support FFP-LOE Per Section 5.3 of the PWS.				

NET AMT (b)(4)

CEILING PRICE \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Lump Sum		\$10,000.00
OPTION	Travel COST Per Section 5.4 of the PWS.				

ESTIMATED COST \$10,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		10	Pack (PAK)	(b)(4)	(b)(4)
OPTION	e-Tokens FFP Per Section 5.5 of the PWS.				

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	(b)(4)	(b)(4)
OPTION	Project Management FFP-LOE Per Section 5.1 of the PWS.				

NET AMT (b)(4)

CEILING PRICE \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months	(b)(4)	(b)(4)
OPTION	Enterprise Performance Mgt. Strategy FFP-LOE Per Section 5.2 of the PWS.				

NET AMT (b)(4)

CEILING PRICE \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Lump Sum	(b)(4)	(b)(4)
OPTION	Surge (Project) Support FFP-LOE Per Section 5.3 of the PWS.				

NET AMT (b)(4)

CEILING PRICE \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Lump Snm		\$10,000.00
OPTION	Travel COST Per Section 5.4 of the PWS.				
ESTIMATED COST					\$10,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		10	Pack (PAK)	(b)(4)	(b)(4)
OPTION	e-Tokens FFP Per Section 5.5 of the PWS.				
NET AMT					(b)(4)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT Enterprise Performance Management Strategy (EPMS) Support

1. PURPOSE AND OUTCOME

- a. The purpose of this task order is to acquire advisory and assistance services¹ to support and improve the Washington Headquarters Services (WHS) overarching performance management program².

¹ FAR 2.101(b) definitional subdivision (1): "(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 task order. 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 Authorized by [FAR 37.203\(b\)\(5\)](#).

- b. The intended outcome of this task order will be for the contractor to provide performance management support for the WHS Information Technology Management Directorate (ITMD), and participating WHS directorates, in order to improve organizational performance, better define areas within the WHS organization that need improvement, and meet overall WHS strategic goals.
- c. This task order does not require the performance of inherently Governmental functions (IGF). This task order is performance-based. The activities/deliverables will be specified by the Government, and the method and manner of performance will be determined by the contractor.

2. SCOPE

- a. The general scope of this requirement is for the contractor to provide support in designing and implementing an enterprise performance management strategy, establishing a common approach to managing and improving customer service for WHS, and establishing a WHS brand to support the strategic initiatives and business requirements of the Director, Administration and Management (DA&M) and all participating WHS directorates.
- b. The required support has four general areas of emphasis:
 - 1) Overarching performance management program support
 - 2) Project plans with well defined milestones, costs, equipment and license requirements
 - 3) Implementation plan with realistic schedule and milestones
 - 4) Thorough documentation

3. BACKGROUND

- a. Beginning in January 2010, the Director, Information Technology Management Directorate (ITMD), began an undertaking to expand and mature the existing InfoStat metrics reporting within WHS to serve as the prototype for a WHS Enterprise Performance Management Strategy (EPMS). The prototype includes a governance function to establish requirements for a WHS performance management dashboard, a Competency Center to develop and disseminate best-practices approaches to metrics development and reporting and assist directorates with metrics development, and a data-based performance improvement capability.
- b. Simultaneously, the Director, ITMD, began studying the feasibility of implementing an enterprise-wide customer service and management capability modeled after Baltimore's 311 service and CitiStat program. Subsequently, a set of recommendations and Framework for an enterprise-wide approach to customer intake and request routing, end-to-end service measurement, and the foundational elements needed to implement that integrated capability across WHS services, was developed.
- c. Currently, the EPMS Governance Council and Working Group have been chartered and are engaged in establishing common performance standards and definitions to facilitate development of the dashboard requirement. Participating Directorates – Information Technology Management Directorate (ITMD), Human Resources Directorate (HRD), Facilities Services Directorate (FSD), and Administration and Program Support Directorate (APSD) – are in varying stages of their first spiral of metrics development and implementing or refining directorate-level reporting procedures.
- d. Simultaneously, an operational view of enterprise customer service has been established, supported by detailed recommendations for establishing the foundational elements needed to support an integrated function, and a vision for a future state encompassing multiple contact channels, tiered service desks, and formalized customer relationship management.

4. REQUIREMENTS

- a. The contractor shall provide continuous full-time (i.e. eight hours per day) on-site support services, Monday through Friday, except federal holidays and other office closures. Hours of Operation/Performance Normal Working Hours (NWHs) are 8:30 a.m. to 5:00 p.m. EST.
 - i. Planned Absence. Whenever the individual has planned an absence exceeding four hours, the contractor is required to provide the Task Order Monitor (TOM) with a minimum of two weeks advance notice of the absence including a plan to provide coverage for that absence.
 - ii. Unplanned Absence. Whenever an unplanned absence is necessary (e.g. personal or family exigency, illness) the contractor shall notify the Contracting Officer as soon as the need for the absence of the individual is established and propose a mitigation strategy.
 - iii. The contractor must identify to the Contracting Officer the total amount of personal time off (PTO), which must not exceed three weeks total excluding federal holidays, to which the individual's employment agreement entitles them. From the first invoice of each calendar year, the Government will decrement the value of time in excess of the PTO total for the preceding year.
- b. The task order effort shall be performed in Government-provided offices using Government-provided office equipment and supplies, co-located with the Government.
- c. Telework will not be authorized unless approved in advance by the TOM, on a case-by-case basis, for the completion of specific work products. Telework may be required by the TOM if necessitated by operational exigencies.

5. ACTIVITIES/DELIVERABLES

Below are lists of the activities/deliverables that the contractor shall perform/deliver when specifically tasked. Specific tasking shall be conveyed by the Task Monitor/Quality Assurance Surveillance Monitor or Contracting Officer. Tasking may be conveyed via e-mail or orally. The contractor is responsible for confirming a thorough understanding of the tasking and the required delivery date. From time-to-time, the TOM may identify and prioritize work for other related activities not listed below that are within the overall scope of this task order.

5.1 Task 1: Project Management (CLIN X001)

- a. The expected outcome is to effectively manage contract operation support functions involving multiple, complex and inter-related project tasks.
- b. The contractor shall:
 - 5.1.1 Provide overall contract management oversight for each task outlined in this PWS, and for all support activities.
 - 5.1.2 Track EPMS projects.
 - 5.1.3 For each task outlined in this PWS, the project manager shall be responsible for developing a project plan and an acquisition plan with a cost estimate suitable for the Government to use as the basis of a RFP.
 - 5.1.4 Attend meetings and provide presentations as required.
 - 5.1.5 Develop technical briefings and reports for written and oral presentations.
 - 5.1.6 Work on multiple project proposals at any given time.
 - 5.1.7 Oversee day-to-day operation for all contractor personnel supporting this TO.
- c. The contractor shall provide one (1) Full Time Equivalent (FTE) as the Project Manager to manage the day-to-day activities in support of the assigned tasks in this PWS.

Project Manager – Senior (1 FTE)

- Leads team on large projects or significant segment of large complex projects.
- Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.
- Provides applications systems analysis and programming activities for a Government site, facility or multiple locations.
- Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources.

Highly Desired Experience/Skills:

- Four (4) or more years project management experience in a Microsoft Windows IT service environment, plus and additional four (4) or more years experience in

IT fields such as system administration, application development and/or system re-engineering.

- High proficiency with MS Project and the MS Office Suite to include MS PowerPoint and high competencies in verbal and written communication skills.

5.2 Task 2: Enterprise Performance Management Strategy (CLIN X002):

- a. Support in designing and implementing an enterprise performance management strategy and in establishing a common approach to managing and improving customer service and establishing a WHS brand.
- b. In support of the WHS/ITMD, the contractor shall:
 - 5.2.1 Work with participating Directorates, with the oversight of ITMD, to support the EPMS Governance Council and related groups in continuing to develop, implement, and refine the performance management structure, common standards and processes, and performance dashboards/scorecards.
 - 5.2.2 Develop Overarching Project Schedule within 30 days after start of contract.
 - 5.2.3 Update the EPMS Communications Plan in order to communicate the purpose and intent, and successes, of the EPMS to other stakeholders within, and external to, WHS.
 - 5.2.4 Formalize and establish the Competency Center.
 - 5.2.5 Refine metrics, development tools and job aids.
 - 5.2.6 Refine the existing performance data warehouse and integrate with other WHS data warehouses as required, and develop and implement data models as required.
 - 5.2.7 Work closely with various contractor teams as necessary.
 - 5.2.8 Continue to refine/build and develop data extraction processes and populate the WHS performance management dashboards/scorecards.
 - 5.2.9 Support participating Directorates in implementing performance reporting.
 - 5.2.10 In conjunction with participating directorates, develop the WHS Performance Improvement Plans.
 - 5.2.11 Support implementation of the WHS Performance Improvement Plans, coordinate execution of the action plans, provide status updates to the EPMS Governance Council, escalate issues, and track service and customer perception data against targets and reporting results.
 - 5.2.12 Prepare materials, as necessary, to support the EPMS program.
 - 5.2.13 Document the final dashboard requirements as defined by Governance.
 - 5.2.14 Work with WHS to develop and refine an Enterprise Service Center Strategy. Develop implementation plans to include Knowledge Management capability, CRM capability, Governance, WHS Brand, contact channels, staffing plans, customer and service assessments, and other documents as necessary for implementation.

- 5.2.15 Develop customer service evaluations based on existing sources and customer input collected under the contract.
 - 5.2.16 Provide support to WHS leadership in defining customer service and performance management strategy.
 - 5.2.17 Conduct knowledge transfer activities, inclusive of documentation, to the government throughout the life of this contract.
 - 5.2.18 Prepare and present a monthly In Progress Review briefing of contract performance.
 - 5.2.19 Provide weekly/monthly status reports.
- c. The contractor shall provide 19 Full-Time Equivalents (FTE) who shall work together in teams. Working with the Project Manager, ten (10) Business Systems Analysts shall serve as the critical point to customers insuring the customer's requirements are properly documented; two (2) Data Architects shall perform data access analysis/archive/recovery design and implementation; one (1) Data Warehouse Specialists shall design, implement, and support data warehousing requirements; two (2) Research Analysts shall plan, organize, and conduct research in a variety of areas; three (3) Subject Matter Experts shall research new technologies as required and identify and optimize solutions that shall be incorporated into the overall WHS EPMS program; one (1) Web Developer shall design, develop, troubleshoots debugs and implement software code (such as HTML, CGI, and JavaScript) for a component of the website. The contractor shall provide the following personnel:

Business Systems Analyst – Senior (10 FTE) (Business Analysts)

- Serve as the primary focal point to customer insuring the customer's requirements are properly documented.
- Interface between the engineers and customers and as appropriate schedule meetings to exchange ideas, discuss options and provide clarification of requirements.
- Work with customers to analyze and determine business and new system needs, facilitate meetings and design sessions, understand business needs from the customer perspective, and plan, facilitate and conduct research and site visit activities.
- Work with the customers to develop, refine, and implement performance reporting (i.e. metrics, dashboards, monthly meetings)
- Attend meetings and represent the Enterprise Performance Management System Program as required.
- Develop requirements summaries for written and oral presentation as required.

Data Architect (2 FTE)

- Performs data access analysis design, and archive/recovery design and implementation.
- Develops strategies for data acquisitions, archive recovery, and data display
- Working with analysts, warehousing specialists, and customers defines the necessary data relationships to produce various dashboards and other

performance management tools. Works in a data warehouse environment, which includes data design, database architecture, and metadata repository creation.

- Translates business needs into long-term architecture solutions.
- Defines, designs, and builds dimensional databases.
- Develops data warehousing blueprints, evaluating hardware and software platforms, and integrating systems.
- Reviews and develops object and data models and the metadata repository to structure the data for better management and quicker access.

Data Warehousing Specialist (1 FTE)

- Coordinates the data administration technical function for both data warehouse development and maintenance.
- Facilitates change control, problem management, and communication among data architects, programmers, analysts, and engineers.
- Establishes and enforces processes to ensure a consistent, well managed, and well-integrated data warehouse infrastructure.
- Analyzes and identifies data and metadata requirements.
- Defines user requirements and database design specifications.
- Designs, implements, and supports data warehousing requirements. Implements business rules via stored procedures, middleware, or other technologies.
- Provides product support and maintenance of the data warehouse.
- Performs data warehouse design and construction.
- Prepares/implements data verification and testing methods for the data warehouse.

Research Analyst (2 FTE)

- Plans, organizes, and conducts research in a variety of areas, such as new or existing products, science, social science, law or business, etc. in support of an IT initiative.
- Searches sources such as reference works, literature, documents, newspapers, statistical records, and other sources of information. May use Internet, Intranet, magazines, periodicals, journals, and other media to perform research.
- Analyzes information and statistical data to prepare reports and studies for use by professionals.

Subject Matter Expert – Senior (3 FTE) (Engineer – Senior Level)

- Serve as subject matter experts in a variety of IT technologies.
- Expected to work on multiple project proposals at any given time.
- Research new technologies as required and identify and optimize engineering solutions that shall be incorporated in to the plan.
- Attend meetings and represent the Enterprise performance Management System Program as required.

Web Developer (1 FTE)

- Designs, develops, troubleshoots, debugs, and implements software code (such as HTML, CGI, and JavaScript) for a component of the website.

- Works with graphic designers and other members of a project team to develop the site concept, interface design, and architecture of the website.
- Responsible for interface implementation.
- Integrates web applications with backend databases.
- Deploys large web-based transaction systems using application servers.
- Researches, tests, builds, and coordinates the integration of new products per production and client requirements.
- Requires strong navigation and site-design instincts.

5.3 Surge (Optional): (CLIN X003)

As directed by the Contracting Officer, the contractor shall provide surge project support for additional work within the overall scope of this task order. Such direction will be made via issuance of bilateral firm-fixed-price or fixed-price-level-of-effort modification(s) to the task order against the Government specified not-to-exceed amount. This CLIN may be exercised more than once by the Government as needed throughout the performance of this task order.

5.4 Travel (Optional): (CLIN X004)

All travel within 100 miles of the National Capital Region is included in the price of this task order. The Government will reimburse the contractor for all other travel outside the 100 mile limitation that was authorized in advance by the Contracting Officer, for reasonable travel related expenses per the terms of the basic contract. Such direction will be made by the Contracting Officer via issuance of bilateral modification(s), on a cost reimbursement basis to the task order against the Government specified not-to-exceed amount. This CLIN may be exercised more than once by the Government as needed throughout the performance of this task order.

5.5 e-Tokens (Optional): (CLIN X005)

The Contractor may be required to provide on-call on-site services outside normal working hours. This support may be required for an extended period of time in support of preplanned or unplanned activity. During this period, contractor support will be the same as normal working hour support and will follow the following conditions:

- Each e-Token equates to 4 hours of support (valid for 1 year after purchase);
- Each e-Token pack equates to 40 hours of support (minimum purchase);

The Government will provide the contractor at least one (1) hour advance notice of required support via an e-token. The contractor shall track e-token usage and report usage to the TOM on a monthly basis.

5.6 Deliverables

Tasks	Deliverable Title	Due Date	Frequency & Remarks	Format
5.2.6	Data Models	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS Products (TBD)
5.2.3	EPMS Communications Plan	30 DAC with updates as needed thereafter	As updates occur	MS Word
5.2.4	Competency Center	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS products
5.2.1/5.2.8	WHS Multi-tier EPMS dashboards/scorecards	Per agreed upon in the Overarching Project Schedule	Per Schedule	WHS Performance Management Tool
5.2.2	Overarching Project Schedule	30 days after award of contract	Once – updated as required	MS Project
5.2.10	WHS Performance Improvement Plans	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS Word
5.2.11/5.2.14	Report on Results of DA&M IT Performance Improvement Plan	13 weeks after project initiation	Once	MS Word
5.2.13	EPMS Governance Materials	Per scheduled meetings	Mutual Agreement	MS Word
5.2.5	Metrics Catalogs and Data Dictionaries for Participating Directorates	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS Word
5.2.18	Monthly In Progress Review Brief	Per agreed upon in the Overarching Project Schedule	Monthly	MS products
5.2.19	Monthly Status Report	Per agreed upon in the Overarching Project Schedule	Monthly	MS products
5.2.19	Weekly Status Report to WHS deputy Director	Per agreed upon in the Overarching Project Schedule	Weekly	MS products
5.2.12	Supporting Documentation for Dashboards/scorecards	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS products
5.2.14	Enterprise Service Center Strategy	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS Products
5.2.15	Customer Service evaluations	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS Products

6. SECURITY

All tasks must be conducted in full compliance with DoD security regulations. All personnel assigned to this contract shall, at a minimum, have an active SECRET security clearance (see Attachment 1 – DD Form 254). All personnel security clearances shall be in place prior to individuals reporting for duty at the required government location.

7. KEY PERSONNEL

The Program Manager is considered key personnel. The Contractor shall notify the Contracting Officer prior to making any changes in personnel assigned to key positions per the terms of the basic Blanket Purchase Agreement (BPA).

8. PERIOD OF PERFORMANCE

The period of performance will be for a base period of twelve (12) months to include an additional one (1) 12-month option period. The period of performance is as follows:

Base Year: 30 SEP 2010 – 29 SEP 2011

Option 1: 30 SEP 2011 – 29 SEP 2012

9. PLACE OF PERFORMANCE

The primary place of performance will be at the Pentagon and other Government facilities within the National Capital Region (NCR). In addition, the contractor may be required to provide support at other locations within the NCR, and occasionally at alternate sites outside the NCR.

10. PERFORMANCE/QUALITY

Acceptable Quality Levels of Contractor Activities/Deliverables

Attributes	Acceptable Quality Level (AQLs)
(1) Completeness	Deliverables shall be 100% complete.
(2) Accuracy	Deliverables shall be 100% complete.
(3) Timeliness	All deliverables shall be completed on schedule.
(4) Professionalism	Communications and interactions with client/customers are always courteous and professional.

11. FIRM-FIXED-PRICE, LEVEL-OF-EFFORT

The contractor shall invoice monthly as set forth in the Schedule of Prices, and payments will be made on a monthly basis.

The contractor shall submit a Contractor Report of Work (CRW) in MS Excel with each invoice to WAWF that recapitulates the work performed during that month. The Government will assign a pass or fail grade to each task as indicated on the CRW. As a minimum, the CRW shall specify the following:

- Applicable PWS paragraph of work performed/delivered
- Date assigned (by the Government) / date due / date completed
- Approximate aggregate contractor work effort (expended hours)
- Brief description of the work
- Government point of contact (POC) who assigned the work

The following is a sample CRW report format:

Contractor fills in all columns, except column "Government Grade"							
PWS Task Paragraph Ref #	Date Assigned	Date Due	Date Completed	Approximate aggregate contractor work effort (expended hours)	Summary Description of Work	Government POC	Government Grade (Pass/Fail)

- (a) The contractor shall provide full-time continual on-site support (effort) approximately eight (8) hours each day, Monday through Friday, excluding federal holidays (80 hours), and up to 120 hours (3 weeks) personal time off (PTO) per year per full-time equivalent (FTE).

For information purposes, the following days are observed as Federal holidays:

New Year's Day	Martin Luther King, Jr. Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

- (b) For purposes of partial billing/payment, a billable month shall be considered to be comprised of 157 hours per FTE.
- (c) The contractor's invoice will be reduced by an amount equal to the number of hours not expended in excess of the annual authorized PTO per FTE per paragraph b. above at the hourly rate set forth in the Pricing Worksheet. The hourly rates specified in the Pricing Worksheet will be used only as a means of reducing the monthly price in the event the

contractor does not furnish the level of effort specified. Unexpended level of effort (excluding PTO) in one month cannot be expended in subsequent months.

- (d) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, except as TOM-authorized telework, or other time and effort which does not have a specific and direct contribution to the tasks.
- (e) For any work that was determined by the Government to be late or incomplete or unsatisfactory, the contractor shall take necessary action to ensure that future performance conforms to contract requirements.
- (f) If any of the services do not conform to contract requirements, the Government may deduct the associated invoice by an amount commensurate with the hours expended on that task as indicated on the CRW. Alternatively, the Government may require the Contractor to perform the services again in conformity with contract requirements at no increase in contract amount. When the defects in services cannot be corrected by reperformance [e.g., missed meeting, failed to report data spill], the Government may debit invoices to reduce the contract price to reflect the reduced value of the services performed as allowed by FAR 52.246-4, Inspection of Services – Fixed Price. In addition to the deductions, the contractor's failure to perform the services will be considered in the pass/fail evaluation under paragraph (a).
- (g) The work to be performed herein is considered bona fide professional labor and is exempt from the Fair Labor Standards Act (FLSA).
- (h) In addition to the above, concurrent with submission of each monthly invoice and CRW, the contractor shall provide a summary of total monthly labor hours expended, total time off (to include time off due to federal holidays, PTO, and other office closures (e.g., snow day) by each full-time equivalent. Prior to payment, the contractor shall certify the accuracy of the information. An invoice shall not be considered complete and eligible for payment until such certification is provided.

12. SURVEILLANCE

- a. The contractor is responsible for the overall quality of task order performance and for the management of its own workforce. The contractor off-site manager with responsibility for the successful performance of this task order must arrange with the TOM for the conduct of a weekly, usually telephonic, conference to review task order performance.
- b. The TOM may clarify contractor responsibilities within the requirements of the task order.

13. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

- a. All work to be performed under this task order is subject to Government surveillance at any time either on-site or virtual. That surveillance may be performed as in-process inspection, preliminary inspection, and/or final inspection. The method of inspection may include visual inspection of the work products and/or impromptu status discussions. The Task Monitor(s) shall:
- Conduct surveillance of the activities/deliverables under their purview.
 - Provide in-process clarification of the tasks previously identified.
 - Review the CRW monthly relative to paragraph 7 above and clearly indicate any work products found to be unacceptable.
 - Report any performance problems (e.g. non-compliance with task order requirements, failing to meet AQLs) that they observe or discover to the Contracting Officer immediately.
 - Accept conforming work products
- b. The Task Monitors shall not:
- Supervise contractor employees.
 - Accept Non-conforming work products without the express written approval of the Contracting Officer.

14. INFORMATION ASSURANCE TRAINING REQUIREMENTS

Contractor personnel assigned to perform IA functions and responsibilities shall comply with DoD Directive 8570.1 "Information Assurance Training, Certification, and Workforce Management" and its implementing Manual, DoD 8570.1-M. Contractor personnel shall complete applicable certification requirements not later than six months of being assigned to the IA function. The Contracting Officer, in conjunction with the TOM will ensure that Contractor personnel are appropriately certified and provide verification to the Defense Eligibility Enrollment System (DEERs).

The Government will provide the appropriate security form(s) (DD Form 254) and/or other documents required for the contractor to provide support on the contract.

15. PERSONAL CONFLICT OF INTEREST

- a. 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.
- b. A Contractor employee shall not participate (i.e., recommend, influence, or decide) in any particular matters:
 - (1) 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;
 - (2) 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
 - (3) may otherwise cause a reasonable person to question his/her impartiality.
- c. If, after task order award, the Contractor discovers an employee's has a financial conflict of interest, with respect to this task order, 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.
- a. In the event that the Contractor was aware of an employee's financial conflict of interest prior to award of this task order 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 task order and does not disclose the conflict and the steps taken by contractor to neutralize the conflict, the Government may terminate the task order.
- b. 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 task order.
- c. The contractor must have each employee and subcontractor employee providing services under this contract agree in writing that the employee will not participate in or otherwise be involved in the preparation of any proposals or otherwise compete as an offeror or as a member of an offeror's team for any contract award that involves or relates to the services provided to contractor or subcontractor under this Agreement.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2010 TO 29-SEP-2011	N/A	WHS/INFORMATION TECH MGMT DIRECTORATE (b)(6)  FOB: Destination	HQ0187
0002	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0187
0003	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0187
0004	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0187
0005	POP 30-SEP-2010 TO 29-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0187
1001	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0187
1002	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0187

1003	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0187
1004	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0187
1005	POP 30-SEP-2011 TO 29-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0187

ACCOUNTING AND APPROPRIATION DATA

AA (b)(4)
 AMOUNT: (b)(4)
 CIN HQ0187021800120000001: (b)(4)
 CIN HQ0187021800120000002: (b)(4)

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving MAR 2008
 Reports

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend anytime before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not extend beyond 29 SEP 2012.

(End of clause)

WHS A&PO WAWF INVOICING INSTRUCTIONS (Apr 2010)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition & Procurement Office (WHS A&PO) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at <https://wawf.eb.mil>, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. 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) is no longer permitted.**

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and register to use WAWF at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to submit the following invoice type:

2-n-1 - Services Only, including Construction

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

With the exception of extensions, the following required information should automatically populate in WAWF; if it does not populate, or does not populate completely or correctly, enter the following information as noted:

Contract Number	HQ0034-09-A-3019
Delivery Order	0006
Pay DoDAAC	HQ0338
Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034
Inspect By DoDAAC/Extension	Leave Blank
Service Acceptor DODAAC/Extension <u>or</u> Ship to DODAAC/Extension <u>or</u> Service Approver DODAAC/Extension <u>or</u> Grant Approver DODAAC/Extension	HQ0187 / BSD
DCAA Auditor DODAAC/Extension	Leave Blank
LPO DODAAC	Leave Blank

The Contractor shall verify that the DoDAACs automatically populated by the WAWF 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).

The Contractor will need to enter a Shipment (or Voucher) Number in a specific format.

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a "Z" suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)
- WAWF will affix the prefix "SER" for 2-in-1 invoices and prefix "BVN" for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

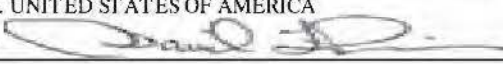
Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- 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).
- Unit Price
- Unit of Measure
- 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.

Before closing out of an invoice session in WAWF 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 (b)(6) in the first email address block and add any other additional email addresses desired in the following blocks. 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 system.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE 30-Sep-2010		4. REQUISITION/PURCHASE REQ. NO. HQ018702180012000		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		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) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019-0006			
				X 10B. DATED. (SEE ITEM 13) 30-Sep-2010			
CODE 17038		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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c)							
D. OTHER (Specify type of modification and authority)							
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: henshaw 2101587 The purpose of this modification is to exercise the Surge Support CLIN (0003) and to add new CLIN 0006 and applicable PWS.							
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) DAVID L. PRICE / CONTRACTING OFFICER TEL: 703-696-3970 EMAIL: DAVID.PRICE@WHS.MIL			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 30-Sep-2010	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0003
The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)
The option status has changed from Option to Option Exercised.
The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Surge Support FFP-LOE Per Task 3: Enterprise Communications Strategy. For administrative purposes the total amount of this CLIN has been reduced from the NTE amount on CLIN 0003. ADDITIONAL MARKINGS: 10WH615-012-0001	6	Months	(b)(4)	(b)(4)
				NET AMT	(b)(4)
				CEILING PRICE	\$0.00
ACRN AA					(b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0006:

Funding on CLIN 0006 is initiated as follows:

ACRN: AA

CIN: HQ0187021800120000006

Acctng Data: (b)(4)

Increase: (b)(4)

Total: (b)(4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0006:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-SEP-2010 TO 29-MAR-2011	N/A	WHS/INFORMATION TECH MGMT DIRECTORATE (b)(6)	HQ0187
		FOB: Destination	

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0006:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been added by full text:

SURGE SUPPORT

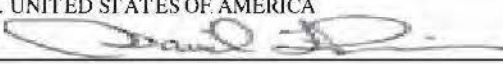
Task 3: Enterprise Communications Strategy (CLIN 0006)

The expected outcome is to implement an enterprise-level strategic communications approach. In support of WHS Communications the contractor shall:

- 3.1 Conduct training and development activities to support the ICO's implementation of the standard communication planning process introduced in the Enterprise Communications Strategy (ECS).
- 3.2 Facilitate synchronization of WHS corporate messaging by building and promoting the use of a message platform library.
- 3.3 Inventory communications manpower in each directorate and align content production and maintenance processes across the enterprise.
- 3.4 Define IOC and CWG requirements for supporting the forthcoming redesign of the WHS online presence.

Tasks	Deliverable Title	Due Date	Frequency & Remarks	Format
3.1	Enterprise-Level Strategic Communication Planning Process Alignment	As outlined in agreed upon in Overarching Project Schedule	Per Schedule	MS products
3.2	WHS Leadership Messaging Program – Message Platform Library	As outlined in agreed upon Overarching Project Schedule	Once – updated as required	MS products and html
3.3	Tools for coordinating communications manpower across the WHS enterprise	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
3.4	WHS Web Redesign Preparation	As outlined in agreed upon Overarching Project Schedule	Once	MS products

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 02		3. EFFECTIVE DATE 01-May-2011		4. REQUISITION/PURCHASE REQ. NO. HQ018702180012000		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		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) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED. (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019-0006			
				X 10B. DATED. (SEE ITEM 13) 30-Sep-2010			
CODE 17038		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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c)							
D. OTHER (Specify type of modification and authority)							
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: henshaw 211937 The purpose of this modification is to exercise the Surge Support CLIN (0003) by adding additional work within the overall scope of this contract via new CLIN 0007. This modification also realigns funds as specified herein.							
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) DAVID L. PRICE / CONTRACTING OFFICER TEL: 703-696-3970 EMAIL: DAVID.PRICE@WHS.MIL			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 29-Apr-2011	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Surge Support FFP-LOE Per Task 4: WHS Enterprise Management (EM) Process Definition and Implementation Enterprise Communications Strategy.	4	Months	(b)(4)	(b)(4)

For administrative purposes the total amount of this CLIN has been reduced from the NTE amount on CLIN 0003.

NET AMT	(b)(4)
CEILING PRICE	\$0.00
ACRN AA	(b)(4)

SUBCLIN 000701 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701	Supplemental funding FFP ADDITIONAL MARKINGS: 11WH615-003, 11WH615-003-0001, 11WH615-003-0002				\$0.00

NET AMT	\$0.00
ACRN AB	(b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0002:

AA: (b)(4) (CIN HQ0187021800120000002) was decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0007:

Funding on CLIN 0007 is initiated as follows:

ACRN: AA

CIN: HQ0187021800120000007

Acctng Data: (b)(4)

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000701:

Funding on SUBCLIN 000701 is initiated as follows:

ACRN: AB

CIN: HQ018710470002000000701

Acctng Data: (b)(4)

Increase: (b)(4)

Total: (b)(4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0007:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2011 TO 31-AUG-2011	N/A	WHS/INFORMATION TECH MGMT DIRECTORATE (b)(6)	HQ0187
		FOB: Destination	

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0007:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000701:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been added by full text:

SURGE SUPPORT: TASK 4

WHS Enterprise Management (EM) Process Definition and Implementation (CLIN 0007)

- a. The expected outcome is to provide support to WHS in standing up an Enterprise Management organization and implement a WHS enterprise-wide process.
- b. In support of this effort the contractor shall:
 - 4.1 Create a vision, purpose and strategic objectives for the organization.
 - 4.2 Provide a weekly status report on the status of this task.
 - 4.3 Develop an overarching project schedule for the implementation of the WHS enterprise-wide process.
 - 4.4 Document “as-is” and “to-be” processes, design new processes for the organization, and reengineer existing processes.
 - 4.5 Develop performance measures in support of the implementation plan and measure the performance of new processes
 - 4.6 Provide facilitation support for development, coordination and planning sessions.
 - 4.7 Develop change management plans and conduct change management activities.
 - 4.8 Conduct manpower analysis to align staff to new organizational elements and processes.
 - 4.9 Develop human capital plans and draft position descriptions.
 - 4.10 Provide project management and tracking support during implementation.
 - 4.11 Achieve the end state vision for Enterprise Management.
- c. The contractor shall provide Full-Time Equivalents (FTE) specified herein who shall work together to achieve the outcome of this surge task.

Management Consultant 1 (3 FTE) – 1 position full time for four months; 1 position approximately 8 hours per week, not to exceed 128 hours over the entire four month POP; 1 position at approximately 118 hours per month, not to exceed 472 hours over the entire four month POP.

- Provides oversight on large projects or significant segment of large complex projects
- Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components

- Provides applications systems analysis and programming activities for a Government site, facility or multiple locations
- Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources

Analyst I (2 FTE) – 2 positions full time for four months;

- Serve as the primary focal point to customer insuring the customer's requirements are properly documented
- Interface between the engineers and customers and as appropriate schedule meetings to exchange ideas, discuss options and provide clarification of requirements
- Work with customers to analyze and determine business and new system needs, facilitate meetings and design sessions, understand business needs from the customer perspective, and plan, facilitate and conduct research and site visit activities
- Work with the customers to develop, refine, and implement performance reporting (i.e. metrics, dashboards, monthly meetings)
- Attend meetings and represent the Enterprise Performance Management System Program as required
- Develop requirements summaries for written and oral presentation as required

Research Analyst (Support Staff) (1 FTE) – 1 full time Support Staff for one month, not to exceed 157 hours.


- Plans, organizes, and conducts research in a variety of areas, such as new or existing products, science, social science, law or business, etc. in support of an IT initiative
- Searches sources such as reference works, literature, documents, newspapers, statistical records, and other sources of information. May use Internet, Intranet, magazines, periodicals, journals, and other media to perform research
- Analyzes information and statistical data to prepare reports and studies for use by professionals

d. Deliverables

Tasks	Deliverable Title	Due Date	Frequency & Remarks	Format
4.3	Overarching project schedule	Within 21 days of award of surge task	Updated as required	MS Project
4.2	Weekly Status Reports	As outlined in agreed upon in Overarching Project Schedule	Per Schedule	MS products
4.4	"As is" process	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
4.4	"To be" process	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
4.5	Performance Measures	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
4.7	Change management plans	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products

4.9	Human capital plans	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
4.9	Draft position descriptions	As outlined in agreed upon Overarching Project Schedule	Per. Schedule	MS products

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 03		3. EFFECTIVE DATE 01-Jul-2011		4. REQUISITION/PURCHASE REQ. NO. HQ018702180012000		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034		7. ADMINISTERED BY. (If other than item 6) WHS ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019-0006			
				X 10B. DATED (SEE ITEM 13) 30-Sep-2010			
CODE 17038		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. <p>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.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.212-4(c), and FAR 52.217-9							
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: henshaw 2111254 The purpose of this modification is to: 1) Exercise option period 1 (CLINs 1001 & 1002) 2) Extend the Period of Performance to 30 SEP 2011 on Surge Support: Task 4 (CLIN 0007) 3) Revise the PWS for Surge Support: Task 4 (CLIN 0007) 4) Realign funds and decrease CLIN 0002 as specified herein							
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) DAVID L. PRICE / CONTRACTING OFFICER TEL: 703-696-3970 EMAIL: DAVID.PRICE@WHS.MIL			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 30-Jun-2011	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET.

SOLICITATION/CONTRACT FORM.

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)
 The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0003

The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)
 The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0007

The pricing detail quantity has increased by (b)(4) from (b)(4) to (b)(4)
 The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)
 The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 1001

The option status has changed from Option to Option Exercised.
 The additional markings 11WH615-011 has been added.

CLIN 1002

The option status has changed from Option to Option Exercised.
 The additional markings 11WH615-011 has been added.

CLIN 1003

The CLIN extended description has changed from Per Section 5.3 of the PWS. to Per Section 5.3 of the PWS. Note: The balance of (b)(4) from CLIN 0003 has been carried forward to this CLIN
 The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)
 The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000702 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000702					\$0.00

Supplemental funding
FFP

ADDITIONAL MARKINGS: 11WH615-015

NET AMT	\$0.00
---------	--------

ACRN AD

(b)(4)

SUBCLIN 100201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100201					\$0.00

Supplemental Funding
FFP

ADDITIONAL MARKINGS: 11WH615-015

NET AMT	\$0.00
---------	--------

ACRN AD

\$0.01

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4)
from (b)(4) to (b)(4)

SUBCLIN 000702:

Funding on SUBCLIN 000702 is initiated as follows:

ACRN: AD

CIN: HQ000211670001000000702

Acctng Data: (b)(4)

Increase: (b)(4)

Total: (b)(4)

CLIN 1001:

AC: (b)(4) (CIN HQ0187115800010001001) was increased
 by (b)(4) from (b)(4) to (b)(4)
 The contract ACRN AC has been added.
 The CIN HQ0187115800010001001 has been added.

CLIN 1002:

AC: (b)(4) (CIN HQ0187115800010001002) was increased
 by (b)(4) from (b)(4) to (b)(4)
 The contract ACRN AC has been added.
 The CIN HQ0187115800010001002 has been added.

SUBCLIN 100201:

Funding on SUBCLIN 100201 is initiated as follows:

ACRN: AD

CIN: HQ000211670001000100201

Acctng Data: (b)(4)

Increase: \$0.01

Total: \$0.01

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2011 TO 31-AUG-2011	N/A	WHS/INFORMATION TECH MGMT DIRECTORATE (b)(6)	HQ0187
FOB: Destination			

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2011 TO 30-SEP-2011	N/A	WHS/INFORMATION TECH MGMT DIRECTORATE (b)(6)	HQ0187
FOB: Destination			

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000702:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 100201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following have been added by full text:

SURGE SUPPORT: TASK 4-REVISED

15 JUN 2011

TASK 4 (Revised):

WHS Enterprise Management (EM) Process Definition and Implementation

Extension of current support for one month (01 SEP 2011 – 30 SEP 2011), and augmentation support for three months (01 JUL 2011 – 30 SEP 2011)

- a. The expected outcome is to provide support to WHS in standing up an Enterprise Management organization and implement a WHS enterprise-wide process.
- b. In support of this effort the contractor shall:
 - 4.1 Create a vision, purpose and strategic objectives for the organization.
 - 4.2 Provide a weekly status report on the status of this task.
 - 4.3 Develop an overarching project schedule for the implementation of the WHS enterprise-wide process.
 - 4.4 Document “as-is” and “to-be” processes, design new processes for the organization, and reengineer existing processes.
 - 4.5 Develop performance measures in support of the implementation plan and measure the performance of new processes
 - 4.6 Provide facilitation support for development, coordination and planning sessions.
 - 4.7 Develop change management plans and conduct change management activities.
 - 4.8 Conduct manpower analysis to align staff to new organizational elements and processes.
 - 4.9 Develop human capital plans and draft position descriptions.
 - 4.10 Provide project management and tracking support during implementation.
 - 4.11 Achieve the end state vision for Enterprise Management.
- c. The contractor shall provide four (4) Full-Time Equivalents (FTE) who shall work together to achieve the outcome of this surge task. This portion of Task 4 is being extended for a period of one (1) month, 01 SEP 2011 – 30 SEP 2011...

Management Consultant 1 (1 FTE) – 1 position full time for one month; approximately 8 hours per week, not to exceed 32 hours; 1 position at approximately 118 hours for the one month extension.

- Provides oversight on large projects or significant segment of large complex projects

- Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components

Analyst 1 (2 FTE) – 2 positions full time for one month extension

- Serve as the primary focal point to customer insuring the customer's requirements are properly documented
- Interface between the engineers and customers and as appropriate schedule meetings to exchange ideas, discuss options and provide clarification of requirements
- Work with customers to analyze and determine business and new system needs, facilitate meetings and design sessions, understand business needs from the customer perspective, and plan, facilitate and conduct research and site visit activities
- Work with the customers to develop, refine, and implement performance reporting (i.e. metrics, dashboards, monthly meetings)
- Attend meetings and represent the Enterprise Performance Management System Program as required
- Develop requirements summaries for written and oral presentation as required

Research Analyst (Support Staff) (1 FTE) – 1 full time Support Staff for one the month extension, not to exceed 157 hours.

- Plans, organizes, and conducts research in a variety of areas, such as new or existing products, science, social science, law or business, etc. in support of an IT initiative
- Searches sources such as reference works, literature, documents, newspapers, statistical records, and other sources of information. May use Internet, Intranet, magazines, periodicals, journals, and other media to perform research
- Analyzes information and statistical data to prepare reports and studies for use by Professionals

- d. The contractor shall provide three (3) Full-Time Equivalents (FTE) as augmentation personnel for a period of 01 JUL 2011 – 30 SEP 2011 who shall work together to achieve the outcome of this surge task.

Management Consultant 1(1 FTE) – 1 position full time for three months

- Provides oversight on large projects or significant segment of large complex projects
- Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components

Analyst 1 (2 FTE) – 2 positions full time for three months


- Serve as the primary focal point to customer insuring the customer's requirements are properly documented
- Interface between the engineers and customers and as appropriate schedule meetings to exchange ideas, discuss options and provide clarification of requirements

- Work with customers to analyze and determine business and new system needs, facilitate meetings and design sessions, understand business needs from the customer perspective, and plan, facilitate and conduct research and site visit activities
- Work with the customers to develop, refine, and implement performance reporting (i.e. metrics, dashboards, monthly meetings)
- Attend meetings and represent the Enterprise Performance Management System Program as required
- Develop requirements summaries for written and oral presentation as required

e. Deliverables

Tasks	Deliverable Title	Due Date	Frequency & Remarks	Format
4.3	Overarching project schedule	Within 21 days of award of surge task	Updated as required	MS Project
4.2	Weekly Status Reports	As outlined in agreed upon in Overarching Project Schedule	Per Schedule	MS products
4.4	“As is” process	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
4.4	“To be” process	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
4.5	Performance Measures	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
4.7	Change management plans	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
4.9	Human capital plans	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
4.9	Draft position descriptions	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 04		3. EFFECTIVE DATE 30-Sep-2011		4. REQUISITION/PURCHASE REQ. NO. HQ018702180012000		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON, DC 20301-1155		CODE HQ0034		7. ADMINISTERED BY (If other than item 6) WHS ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN, VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019-0006			
				X 10B. DATED (SEE ITEM 13) 30-Sep-2010			
CODE 17038		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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) FAR 52.217-9, and FAR 52.212-4(c)							
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: henshaw 2111717 The purpose of this modification is to exercise the Surge Support CLIN (1003), and add additional work within the overall scope of this contract via new CLIN 1006.							
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) DAVID L. PRICE / CONTRACTING OFFICER TEL: 703-696-3970 EMAIL: DAVID.PRICE@WHS.MIL			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 30-Sep-2011	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SUPPLIES OR SERVICES AND PRICES

CLIN 1003

The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 1006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	ECS Surge Task FFP-LOE Per Task 5: Enterprise Customer Support (ECS) requirement.	1	Lot	(b)(4)	(b)(4)

Note: For administrative purposes the total amount of this CLIN has been reduced from the NTE amount of CLIN 1003.

NET AMT	(b)(4)
CEILING PRICE	\$0.00
ACRN AC	(b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

CLIN 1006:

Funding on CLIN 1006 is initiated as follows:

ACRN: AC

CIN: HQ018711580001001

Acctng Data: (b)(4)

Increase (b)(4)

Total (b)(4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 1006:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-SEP-2011 TO 31-MAR-2012	N/A	WHS/INFORMATION TECH MGMT DIRECTORATE (b)(6)	HQ0187
		FOB: Destination	

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 1006:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been added by full text:

SURGE SUPPORT: TASK 5

TASK 5: ENTERPRISE CUSTOMER SUPPORT (ECS) REQUIREMENT

- a. The expected outcome is to provide support to WHS in developing the requirements for standing up the Enterprise Customer Support (ECS) program.
- b. In support of this effort the contractor shall:
 - 5.1 Develop an overarching project plan which includes key activities and work breakdown schedule for completing the implementation of the ECS program.
 - 5.2 Provide monthly status reports detailing accomplishments during the month, scheduled accomplishments for the next month, and issues or related to the overarching project plan.
 - 5.3 Conduct facilitated sessions with stakeholders to capture the functional and information technology requirements that will contribute to standing up the ECS Program and Customer Support operations. Each session results shall be compiled into meeting notes and distributed to the attending stakeholders for verification and validation.
 - 5.4 Compile all session results into a final requirements document.

- 5.4.1 Document all required system interfaces and security requirements for DoD compliance.
 - 5.4.2 Identify and document all process functions for the ECS program.
 - 5.4.3 Describe each function/feature required in the software or systems when accepting and processing (i.e., triaging, assigning, monitoring, tracking, etc.) requests.
 - 5.4.4 Define the characteristics of each interface between application/system/web product and ECS users.
 - 5.4.5 Describe the characteristics of each interface between the existing application/web products and the hardware components of each interface.
 - 5.4.6 Describe all hardware/software and platform required for each environment.
 - 5.4.7 Describe the general characteristics of the intended users, including experience, and technical expertise. User characteristics must include user environment, user business process.
 - 5.4.8 Describe any items that will limit development, such as regulatory policies, process reengineering, funding, quality, hardware limitations, environment, and protocols.
 - 5.4.9 Develop general assumptions, proposed business processes, metrics, and appropriate apportioning of requirements
 - 5.5 Conduct a review of all commercial software/applications/systems to determine the best product for meeting the ECS requirements.
 - 5.5.1 Identify all products that best meet the requirements and compile a pool of qualified candidate vendors for demonstration.
 - 5.5.2 Develop evaluation tools to capture vendor information and application assessment.
 - 5.5.3 Coordinate vendor logistics and facilitate vendor COTS demonstration sessions
 - 5.6 Develop the final analysis documentation that describes the evaluation methodologies, the vendor pool, and outcome of the application/system recommendations based on the assessment.
- c. The contractor shall provide Full-Time Equivalents (FTE) specified herein who shall work together to achieve the outcome of this surge task.

Management Consultant 1 (2 FTE) – 1 position full time for entire six-month period of performance; 1 position part-time not to exceed 36 hrs per month.

- Provides oversight on large projects or significant segment of large complex projects
- Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components
- Provides applications systems analysis and programming activities for a Government site, facility or multiple locations
- Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources

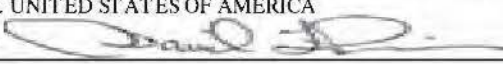
Analyst 1 (4 FTE) – 4 positions full time for entire six-month period of performance.

- Serve as the primary focal point to customer insuring the customer's requirements are properly documented
- Interface between the engineers and customers and as appropriate schedule meetings to exchange ideas, discuss options and provide clarification of requirements
- Work with customers to analyze and determine business and new system needs, facilitate meetings and design sessions, understand business needs from the customer perspective, and plan, facilitate and conduct research and site visit activities
- Work with the customers to develop, refine, and implement performance reporting (i.e. metrics, dashboards, monthly meetings)
- Attend meetings and represent the –Enterprise Customer Support as required
- Develop requirements summaries for written and oral presentation as required
- Analyzes information and statistical data to prepare reports and studies for use by professionals

d. Deliverables

Tasks	Deliverable Title	Due Date	Frequency & Remarks	Format
5.1	Overarching Project Schedule	Within 10 business days of award of surge task	Updated as required	MS Project
5.2	Monthly Status Reports	No later than the 5 th day of each month	Per Schedule	MS products
5.4	Final Requirements Document	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
5.6	Final Analysis Document	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 05		3. EFFECTIVE DATE 02-Apr-2012		4. REQUISITION/PURCHASE REQ. NO. HQ018702180012000		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034		7. ADMINISTERED BY (If other than item 6) WHS ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019-0006			
				X 10B. DATED (SEE ITEM 13) 30-Sep-2010			
CODE 17038		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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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) 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: henshaw 212962 The purpose of this modification is to use the Surge Support CLIN (1003) to add additional work within the overall scope of this contract via new CLIN 1007.							
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) DAVID L PRICE / CONTRACTING OFFICER TEL: 703-696-3970 EMAIL: DAVID.PRICE@WHS.MIL			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 02-Apr-2012	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 1003

The unit price amount has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 1007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		1	Lot	(b)(4)	(b)(4)
	ECS Surge Task Continued				
	FFP-LOE				
	Per Task 6: Continued Support for the ECS Program				

Note: For administrative purposes the total amount of this CLIN has been reduced from the NTE amount of CLIN 1003.

ADDITIONAL MARKINGS: ZWHS-6010-12-093-M

	NET AMT	(b)(4)
	CEILING PRICE	\$0.00
ACRN AE		(b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

CLIN 1007:

Funding on CLIN 1007 is initiated as follows:

ACRN: AE

CIN: HQ0148208600010001007

Acctg Data: (b)(4)

Increase: (b)(4)

Total: (b)(4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 1007:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 02-APR-2012 TO 29-SEP-2012	N/A	ENTERPRISE MANAGEMENT (b)(6) FOB: Destination	HQ0148

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 1007:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following have been added by full text:

SURGE SUPPORT: TASK 6**TASK 6: CONTINUED SUPPORT FOR THE ECS PROGRAM**

- a. The purpose of this task is to continue to provide support to WHS in developing the requirements for standing up the Enterprise Customer Support (ECS) program.
- b. In support of this effort the contractor shall:
 - 5.1 Develop an overarching project plan for the implementation of the ECS program.
 - 5.2 Provide monthly status reports detailing accomplishments during the month, scheduled accomplishments for the next month, and issues or related to the overarching project plan.
 - 5.3 Conduct facilitated sessions with stakeholders to capture the functional and information technology requirements that will contribute to standing up the ECS Program and Customer Support operations. Each session results shall be compiled into meeting notes and distributed to the attending stakeholders for verification and validation.
 - 5.4 Compile all session results into a final requirements document.

- 5.4.1 Document all required system interfaces and security requirements for DoD compliance.
- 5.4.2 Identify and document all process functions for the ECS program.
- 5.4.3 Describe each function/feature required in the software or systems when accepting and processing (i.e., triaging, assigning, monitoring, tracking, etc.) requests.
- 5.4.4 Define the characteristics of each interface between application/system/web product and ESC users.
- 5.4.5 Describe the characteristics of each interface between the existing application/web products and the hardware components of each interface.
- 5.4.6 Describe all hardware/software and platform required for each environment.
- 5.4.7 Describe the general characteristics of the intended users, including experience, and technical expertise. User characteristics must include user environment, user business process.
- 5.4.8 Describe any items that will limit development, such as regulatory policies, process reengineering, funding, quality, hardware limitations, environment, and protocols.
- 5.4.9 Develop general assumptions, proposed business processes, metrics, and appropriate apportioning of requirements
- 5.5 Conduct a review of all commercial software/applications/systems to determine the best product for meeting the ECS requirements.
 - 5.5.1 Identify all products that best meet the requirements and compile a pool of qualified candidate vendors for demonstration.
 - 5.5.2 Develop evaluation tools to capture vendor information and application assessment.
 - 5.5.3 Coordinate vendor logistics and facilitate vendor COTS demonstration sessions.
- 5.6 Develop the final analysis documentation that describes the evaluation methodologies, the vendor pool, and outcome of the application/system recommendations based on the assessment.
- 5.7 Develop a Knowledge Management (KM) Strategy Plan and support the initial key activities outlined in the plan including development of the KM process, taxonomy and knowledge base content.
- 5.8 Develop an IT Implementation Plan and support initial activities outlined in the plan including data mapping, workflows and design.
- 5.9 Support the Enterprise Customer Service (ECS) Governance Working Group.
- 5.10 Support the ECS activities associated with the DA&M Strategic Plan.
- c. The contractor shall provide Full-Time Equivalents (FTE) specified herein who shall work together to achieve the outcome of this surge task.

Management Consultant 1 (2 FTE) – 1 position full time for entire six-month period of performance; 1 position part-time not to exceed 48 hrs per month.

- Provides oversight on large projects or significant segment of large complex projects
- Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components
- Provides applications systems analysis and programming activities for a Government site, facility or multiple locations
- Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources

Analyst 1 (4 FTE) – 4 positions full time for entire six-month period of performance.

- Serve as the primary focal point to customer insuring the customer's requirements are properly documented
- Interface between the engineers and customers and as appropriate schedule meetings to exchange ideas, discuss options and provide clarification of requirements
- Work with customers to analyze and determine business and new system needs, facilitate meetings and design sessions, understand business needs from the customer perspective, and plan, facilitate and conduct research and site visit activities
- Work with the customers to develop, refine, and implement performance reporting (i.e. metrics, dashboards, monthly meetings)
- Attend meetings and represent the Enterprise Performance Management System Program as required
- Develop requirements summaries for written and oral presentation as required
- Analyzes information and statistical data to prepare reports and studies for use by professionals

d. Deliverables.

Tasks	Deliverable Title	Due Date	Frequency & Remarks	Format
5.1	Overarching Project Schedule	Within 10 business days of award of surge task	Updated as required	MS Project
5.2	Monthly Status Reports	No later than the 5 th day of each month	Per Schedule	MS products
5.4	Final Requirements Document	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
5.6	Final Analysis Document	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
5.7	Knowledge Management (KM) Strategy Plan	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
5.8	IT Implementation Plan	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 16	
2. AMENDMENT/MODIFICATION NO. 06		3. EFFECTIVE DATE 16-Jul-2012		4. REQUISITION/PURCHASE REQ. NO. HQ018702180012000		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034		7. ADMINISTERED BY (If other than item 6) WHS ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019-0006			
				X 10B. DATED (SEE ITEM 13) 30-Sep-2010			
CODE 17038		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 CONTRACT/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).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c); Changes							
D. OTHER (Specify type of modification and authority)							
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: henshaw 2121529 The purpose of this modification is to revise the PWS as specified herein.							
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) JAMES JOHNSON / BRANCH CHIEF TEL: 703-545-0693 EMAIL: james.johnson@whs.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>James Johnson</i> (Signature of Contracting Officer)		16C. DATE SIGNED 16-Jul-2012	
(Signature of person authorized to sign)							

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT
Enterprise Performance Management Strategy (EPMS) Support

1. PURPOSE AND OUTCOME

- a. The purpose of this task order is to acquire advisory and assistance services¹ to support and improve the Washington Headquarters Services (WHS) overarching performance management program².
- b. The intended outcome of this task order will be for the contractor to provide performance management support for the WHS Information Technology Management Directorate (ITMD), and participating WHS directorates, in order to improve organizational performance, better define areas within the WHS organization that need improvement, and meet overall WHS strategic goals.
- c. This task order does not require the performance of inherently Governmental functions (IGF). This task order is performance-based. The activities/deliverables will be specified by the Government, and the method and manner of performance will be determined by the contractor.

2. SCOPE

- a. The general scope of this requirement is for the contractor to provide support in designing and implementing an enterprise performance management strategy, establishing a common approach to managing and improving customer service for WHS, and establishing a WHS brand to support the strategic initiatives and business requirements of

¹ FAR 2.101(b) definitional subdivision (1): "(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 task order. 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 Authorized by [FAR 37.203\(b\)\(5\)](#).

the Director, Administration and Management (DA&M) and all participating WHS directorates.

b. The required support has four general areas of emphasis:

- 1) Overarching performance management program support
- 2) Project plans with well defined milestones, costs, equipment and license requirements
- 3) Implementation plan with realistic schedule and milestones
- 4) Thorough documentation

3. BACKGROUND

- a. Beginning in January 2010, the Director, Information Technology Management Directorate (ITMD), began an undertaking to expand and mature the existing InfoStat metrics reporting within WHS to serve as the prototype for a WHS Enterprise Performance Management Strategy (EPMS). The prototype includes a governance function to establish requirements for a WHS performance management dashboard, a Competency Center to develop and disseminate best-practices approaches to metrics development and reporting and assist directorates with metrics development, and a data-based performance improvement capability.
- b. Simultaneously, the Director, ITMD, began studying the feasibility of implementing an enterprise-wide customer service and management capability modeled after Baltimore's 311 service and CitiStat program. Subsequently, a set of recommendations and Framework for an enterprise-wide approach to customer intake and request routing, end-to-end service measurement, and the foundational elements needed to implement that integrated capability across WHS services, was developed.
- c. Currently, the EPMS Governance Council and Working Group have been chartered and are engaged in establishing common performance standards and definitions to facilitate development of the dashboard requirement. Participating Directorates – Information Technology Management Directorate (ITMD), Human Resources Directorate (HRD), Facilities Services Directorate (FSD), and Administration and Program Support Directorate (APSD) – are in varying stages of their first spiral of metrics development and implementing or refining directorate-level reporting procedures.
- d. Simultaneously, an operational view of enterprise customer service has been established, supported by detailed recommendations for establishing the foundational elements needed to support an integrated function, and a vision for a future state encompassing multiple contact channels, tiered service desks, and formalized customer relationship management.

4. REQUIREMENTS

- a. The contractor shall provide continuous full-time (i.e. eight hours per day) on-site support services, Monday through Friday, except federal holidays and other office closures. Hours of Operation/Performance Normal Working Hours (NWHs) are 8:30 a.m. to 5:00 p.m. EST.
 - i. Planned Absence. Whenever the individual has planned an absence exceeding four hours, the contractor is required to provide the Task Order Monitor (TOM) with a minimum of two weeks advance notice of the absence including a plan to provide coverage for that absence.
 - ii. Unplanned Absence. Whenever an unplanned absence is necessary (e.g. personal or family exigency, illness) the contractor shall notify the Contracting Officer as soon as the need for the absence of the individual is established and propose a mitigation strategy.
 - iii. The contractor must identify to the Contracting Officer the total amount of personal time off (PTO), which must not exceed three weeks total excluding federal holidays, to which the individual's employment agreement entitles them. From the first invoice of each calendar year, the Government will decrement the value of time in excess of the PTO total for the preceding year.
- b. The task order effort shall be performed in Government-provided offices using Government-provided office equipment and supplies, co-located with the Government.
- c. Telework will not be authorized unless approved in advance by the TOM, on a case-by-case basis, for the completion of specific work products. Telework may be required by the TOM if necessitated by operational exigencies.

5. ACTIVITIES/DELIVERABLES

Below are lists of the activities/deliverables that the contractor shall perform/deliver when specifically tasked. Specific tasking shall be conveyed by the Task Monitor/Quality Assurance Surveillance Monitor or Contracting Officer. Tasking may be conveyed via e-mail or orally. The contractor is responsible for confirming a thorough understanding of the tasking and the required delivery date. From time-to-time, the TOM may identify and prioritize work for other related activities not listed below that are within the overall scope of this task order.

5.1 Task 1: Project Management (CLIN X001)

- a. The expected outcome is to effectively manage contract operation support functions involving multiple, complex and inter-related project tasks.
- b. The contractor shall:
 - 5.1.1 Provide overall contract management oversight for each task outlined in this PWS, and for all support activities.
 - 5.1.2 Track EPMS projects.
 - 5.1.3 For each task outlined in this PWS, the project manager shall be responsible for developing a project plan and an acquisition plan with a cost estimate suitable for the Government to use as the basis of a RFP.
 - 5.1.4 Attend meetings and provide presentations as required.
 - 5.1.5 Develop technical briefings and reports for written and oral presentations.
 - 5.1.6 Work on multiple project proposals at any given time.
 - 5.1.7 Oversee day-to-day operation for all contractor personnel supporting this TO.
- c. The contractor shall provide one (1) Full Time Equivalent (FTE) as the Project Manager to manage the day-to-day activities in support of the assigned tasks in this PWS.

Project Manager – Senior (1 FTE)

- Leads team on large projects or significant segment of large complex projects.
- Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.
- Provides applications systems analysis and programming activities for a Government site, facility or multiple locations.
- Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources.

Highly Desired Experience/Skills:

- Four (4) or more years project management experience in a Microsoft Windows IT service environment, plus and additional four (4) or more years experience in IT fields such as system administration, application development and/or system re-engineering.

- High proficiency with MS Project and the MS Office Suite to include MS PowerPoint and high competencies in verbal and written communication skills.

5.2 Task 2: Enterprise Performance Management Strategy (CLIN X002):

- a. Support in designing and implementing an enterprise performance management strategy and in establishing a common approach to managing and improving customer service and establishing a WHS brand.
- b. In support of the WHS/ITMD, the contractor shall:
 - 5.2.1 Work with participating Directorates, with the oversight of ITMD, to support the EPMS Governance Council and related groups in continuing to develop, implement, and refine the performance management structure, common standards and processes, and performance dashboards/scorecards.
 - 5.2.2 Develop Overarching Project Schedule within 30 days after start of contract.
 - 5.2.3 Update the EPMS Communications Plan in order to communicate the purpose and intent, and successes, of the EPMS to other stakeholders within, and external to, WHS.
 - 5.2.4 Formalize and establish the Competency Center.
 - 5.2.5 Refine metrics, development tools and job aids.
 - 5.2.6 Refine the existing performance data warehouse and integrate with other WHS data warehouses as required, and develop and implement data models as required.
 - 5.2.7 Work closely with various contractor teams as necessary.
 - 5.2.8 Continue to refine/build and develop data extraction processes and populate the WHS performance management dashboards/scorecards.
 - 5.2.9 Support participating Directorates in implementing performance reporting.
 - 5.2.10 In conjunction with participating directorates, develop the WHS Performance Improvement Plans.
 - 5.2.11 Support implementation of the WHS Performance Improvement Plans, coordinate execution of the action plans, provide status updates to the EPMS Governance Council, escalate issues, and track service and customer perception data against targets and reporting results.
 - 5.2.12 Prepare materials, as necessary, to support the EPMS program.
 - 5.2.13 Document the final dashboard requirements as defined by Governance.
 - 5.2.14 Work with WHS to develop and refine an Enterprise Service Center Strategy. Develop implementation plans to include Knowledge Management capability, CRM capability, Governance, WHS Brand, contact channels, staffing plans, customer and service assessments, and other documents as necessary for implementation
 - 5.2.15 Develop customer service evaluations based on existing sources and customer input collected under the contract.

- 5.2.16 Provide support to WHS leadership in defining customer service and performance management strategy.
 - 5.2.17 Conduct knowledge transfer activities, inclusive of documentation, to the government throughout the life of this contract.
 - 5.2.18 Prepare and present a monthly In Progress Review briefing of contract performance.
 - 5.2.19 Provide weekly/monthly status reports.
- c. The contractor shall provide 19 Full-Time Equivalents (FTE) who shall work together in teams. Working with the Project Manager, ten (10) Business Systems Analysts shall serve as the critical point to customers insuring the customer's requirements are properly documented; two (2) Data Architects shall perform data access analysis/archive/recovery design and implementation; one (1) Data Warehouse Specialists shall design, implement, and support data warehousing requirements; two (2) Research Analysts shall plan, organize, and conduct research in a variety of areas; three (3) Subject Matter Experts shall research new technologies as required and identify and optimize solutions that shall be incorporated into the overall WHS EPMS program; one (1) Web Developer shall design, develop, troubleshoots debugs and implement software code (such as HTML, CGI, and JavaScript) for a component of the website. The contractor shall provide the following personnel:

Business Systems Analyst – Senior (10 FTE) (Business Analysts)

- Serve as the primary focal point to customer insuring the customer's requirements are properly documented.
- Interface between the engineers and customers and as appropriate schedule meetings to exchange ideas, discuss options and provide clarification of requirements.
- Work with customers to analyze and determine business and new system needs, facilitate meetings and design sessions, understand business needs from the customer perspective, and plan, facilitate and conduct research and site visit activities.
- Work with the customers to develop, refine, and implement performance reporting (i.e. metrics, dashboards, monthly meetings)
- Attend meetings and represent the Enterprise Performance Management System Program as required.
- Develop requirements summaries for written and oral presentation as required.

Data Architect (2 FTE)

- Performs data access analysis design, and archive/recovery design and implementation.
- Develops strategies for data acquisitions, archive recovery, and data display
- Working with analysts, warehousing specialists, and customers defines the necessary data relationships to produce various dashboards and other performance management tools. Works in a data warehouse environment, which includes data design, database architecture, and metadata repository creation.
- Translates business needs into long-term architecture solutions.
- Defines, designs, and builds dimensional databases.

- Develops data warehousing blueprints, evaluating hardware and software platforms, and integrating systems.
- Reviews and develops object and data models and the metadata repository to structure the data for better management and quicker access.

Data Warehousing Specialist (1 FTE)

- Coordinates the data administration technical function for both data warehouse development and maintenance.
- Facilitates change control, problem management, and communication among data architects, programmers, analysts, and engineers.
- Establishes and enforces processes to ensure a consistent, well managed, and well-integrated data warehouse infrastructure.
- Analyzes and identifies data and metadata requirements.
- Defines user requirements and database design specifications.
- Designs, implements, and supports data warehousing requirements. Implements business rules via stored procedures, middleware, or other technologies.
- Provides product support and maintenance of the data warehouse.
- Performs data warehouse design and construction.
- Prepares/implements data verification and testing methods for the data warehouse.

Research Analyst (2 FTE)

- Plans, organizes, and conducts research in a variety of areas, such as new or existing products, science, social science, law or business, etc. in support of an IT initiative.
- Searches sources such as reference works, literature, documents, newspapers, statistical records, and other sources of information. May use Internet, Intranet, magazines, periodicals, journals, and other media to perform research.
- Analyzes information and statistical data to prepare reports and studies for use by professionals.

Subject Matter Expert – Senior (3 FTE) (Engineer – Senior Level)

- Serve as subject matter experts in a variety of IT technologies.
- Expected to work on multiple project proposals at any given time.
- Research new technologies as required and identify and optimize engineering solutions that shall be incorporated in to the plan.
- Attend meetings and represent the Enterprise performance Management System Program as required.

Web Developer (1 FTE)

- Designs, develops, troubleshoots, debugs, and implements software code (such as HTML, CGI, and JavaScript) for a component of the website.
- Works with graphic designers and other members of a project team to develop the site concept, interface design, and architecture of the website.
- Responsible for interface implementation.
- Integrates web applications with backend databases.
- Deploys large web-based transaction systems using application servers.

- Researches, tests, builds, and coordinates the integration of new products per production and client requirements.
- Requires strong navigation and site-design instincts.

5.3 Surge (Optional): (CLIN X003)

As directed by the Contracting Officer, the contractor shall provide surge project support for additional work within the overall scope of this task order. Such direction will be made via issuance of bilateral firm-fixed-price or fixed-price-level-of-effort modification(s) to the task order against the Government specified not-to-exceed amount. This CLIN may be exercised more than once by the Government as needed throughout the performance of this task order.

5.4 Travel (Optional): (CLIN X004)

All travel within 100 miles of the National Capital Region is included in the price of this task order. The Government will reimburse the contractor for all other travel outside the 100 mile limitation that was authorized in advance by the Contracting Officer, for reasonable travel related expenses per the terms of the basic contract. Such direction will be made by the Contracting Officer via issuance of bilateral modification(s), on a cost reimbursement basis to the task order against the Government specified not-to-exceed amount. This CLIN may be exercised more than once by the Government as needed throughout the performance of this task order.

5.5 e-Tokens (Optional): (CLIN X005)

The Contractor may be required to provide on-call on-site services outside normal working hours. This support may be required for an extended period of time in support of preplanned or unplanned activity. During this period, contractor support will be the same as normal working hour support and will follow the following conditions:

- Each e-Token equates to 4 hours of support (valid for 1 year after purchase);
- Each e-Token pack equates to 40 hours of support (minimum purchase);

The Government will provide the contractor at least one (1) hour advance notice of required support via an e-token. The contractor shall track e-token usage and report usage to the TOM on a monthly basis.

5.6 Deliverables

Tasks	Deliverable Title	Due Date	Frequency & Remarks	Format
5.2.6	Data Models	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS Products (TBD)
5.2.3	EPMS Communications Plan	30 DAC with updates as needed thereafter	As updates occur	MS Word
5.2.4	Competency Center	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS products
5.2.1/5.2.8	WHS Multi-tier EPMS dashboards/scorecards	Per agreed upon in the Overarching Project Schedule	Per Schedule	WHS Performance Management Tool
5.2.2	Overarching Project Schedule	30 days after award of contract	Once – updated as required	MS Project
5.2.10	WHS Performance Improvement Plans	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS Word
5.2.11/5.2.14	Report on Results of DA&M IT Performance Improvement Plan	13 weeks after project initiation	Once	MS Word
5.2.13	EPMS Governance Materials	Per scheduled meetings	Mutual Agreement	MS Word
5.2.5	Metrics Catalogs and Data Dictionaries for Participating Directorates	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS Word
5.2.18	Monthly In Progress Review Brief	Per agreed upon in the Overarching Project Schedule	Monthly	MS products
5.2.19	Monthly Status Report	Per agreed upon in the Overarching Project Schedule	Monthly	MS products
5.2.19	Weekly Status Report to WHS deputy Director	Per agreed upon in the Overarching Project Schedule	Weekly	MS products
5.2.12	Supporting Documentation for Dashboards/scorecards	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS products
5.2.14	Enterprise Service Center Strategy	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS Products
5.2.15	Customer Service evaluations	Per agreed upon in the Overarching Project Schedule	Per Schedule	MS Products

6. SECURITY

All tasks must be conducted in full compliance with DoD security regulations. All personnel assigned to this contract shall, at a minimum, have an active SECRET security clearance (see Attachment 1 – DD Form 254). All personnel security clearances shall be in place prior to individuals reporting for duty at the required government location.

7. KEY PERSONNEL

The Program Manager is considered key personnel. The Contractor shall notify the Contracting Officer prior to making any changes in personnel assigned to key positions per the terms of the basic Blanket Purchase Agreement (BPA).

8. PERIOD OF PERFORMANCE

The period of performance will be for a base period of twelve (12) months to include an additional one (1) 12-month option period. The period of performance is as follows:

Base Year: 30 SEP 2010 – 29 SEP 2011

Option 1: 30 SEP 2011 – 29 SEP 2012

9. PLACE OF PERFORMANCE

The primary place of performance will be at the Pentagon and other Government facilities within the National Capital Region (NCR). In addition, the contractor may be required to provide support at other locations within the NCR, and occasionally at alternate sites outside the NCR.

10. PERFORMANCE/QUALITY

Acceptable Quality Levels of Contractor Activities/Deliverables

Attributes	Acceptable Quality Level (AQLs)
(1) Completeness	Deliverables shall be 100% complete.
(2) Accuracy	Deliverables shall be 100% complete.
(3) Timeliness	All deliverables shall be completed on schedule.
(4) Professionalism	Communications and interactions with client/customers are always courteous and professional.

11. FIRM-FIXED-PRICE, LEVEL-OF-EFFORT

The contractor shall invoice monthly as set forth in the Schedule of Prices, and payments will be made on a monthly basis.

The contractor shall submit a Contractor Report of Work (CRW) in MS Excel with each invoice to WAWF that recapitulates the work performed during that month. The Government will assign a pass or fail grade to each task as indicated on the CRW. As a minimum, the CRW shall specify the following:

- Applicable PWS paragraph of work performed/delivered
- Date assigned (by the Government) / date due / date completed
- Approximate aggregate contractor work effort (expended hours)
- Brief description of the work
- Government point of contact (POC) who assigned the work

The following is a sample CRW report format:

Contractor fills in all columns, except column "Government Grade"							
PWS Task Paragraph Ref #	Date Assigned	Date Due	Date Completed	Approximate aggregate contractor work effort (expended hours)	Summary Description of Work	Government POC	Government Grade (Pass/Fail)

- (a) The contractor shall provide full-time continual on-site support (effort) approximately eight (8) hours each day, Monday through Friday, excluding federal holidays (80 hours), and up to 120 hours (3 weeks) personal time off (PTO) per year per full-time equivalent (FTE).

For information purposes, the following days are observed as Federal holidays:

New Year's Day	Martin Luther King, Jr. Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

Any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

- (b) For purposes of partial billing/payment, a billable month shall be considered to be comprised of 157 hours per FTE.
- (c) The contractor's invoice will be reduced by an amount equal to the number of hours not expended in excess of the annual authorized PTO per FTE per paragraph b. above at the hourly rate set forth in the Pricing Worksheet. The hourly rates specified in the Pricing Worksheet will be used only as a means of reducing the monthly price in the event the

contractor does not furnish the level of effort specified. Unexpended level of effort (excluding PTO) in one month cannot be expended in subsequent months.

- (d) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, except as TOM-authorized telework, or other time and effort which does not have a specific and direct contribution to the tasks.
- (e) For any work that was determined by the Government to be late or incomplete or unsatisfactory, the contractor shall take necessary action to ensure that future performance conforms to contract requirements.
- (f) If any of the services do not conform to contract requirements, the Government may deduct the associated invoice by an amount commensurate with the hours expended on that task as indicated on the CRW. Alternatively, the Government may require the Contractor to perform the services again in conformity with contract requirements at no increase in contract amount. When the defects in services cannot be corrected by reperformance [e.g., missed meeting, failed to report data spill], the Government may debit invoices to reduce the contract price to reflect the reduced value of the services performed as allowed by FAR 52.246-4, Inspection of Services – Fixed Price. In addition to the deductions, the contractor's failure to perform the services will be considered in the pass/fail evaluation under paragraph (a).
- (g) The work to be performed herein is considered bona fide professional labor and is exempt from the Fair Labor Standards Act (FLSA).
- (h) In addition to the above, concurrent with submission of each monthly invoice and CRW, the contractor shall provide a summary of total monthly labor hours expended, total time off (to include time off due to federal holidays, PTO, and other office closures (e.g., snow day) by each full-time equivalent. Prior to payment, the contractor shall certify the accuracy of the information. An invoice shall not be considered complete and eligible for payment until such certification is provided.

12. SURVEILLANCE

- a. The contractor is responsible for the overall quality of task order performance and for the management of its own workforce. The contractor off-site manager with responsibility for the successful performance of this task order must arrange with the TOM for the conduct of a weekly, usually telephonic, conference to review task order performance.
- b. The TOM may clarify contractor responsibilities within the requirements of the task order.

13. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

- a. All work to be performed under this task order is subject to Government surveillance at any time either on-site or virtual. That surveillance may be performed as in-process inspection, preliminary inspection, and/or final inspection. The method of inspection may include visual inspection of the work products and/or impromptu status discussions. The Task Monitor(s) shall:
- Conduct surveillance of the activities/deliverables under their purview.
 - Provide in-process clarification of the tasks previously identified.
 - Review the CRW monthly relative to paragraph 7 above and clearly indicate any work products found to be unacceptable.
 - Report any performance problems (e.g. non-compliance with task order requirements, failing to meet AQLs) that they observe or discover to the Contracting Officer immediately.
 - Accept conforming work products
- b. The Task Monitors shall not:
- Supervise contractor employees.
 - Accept Non-conforming work products without the express written approval of the Contracting Officer.

14. INFORMATION ASSURANCE TRAINING REQUIREMENTS


Contractor personnel assigned to perform IA functions and responsibilities shall comply with DoD Directive 8570.1 "Information Assurance Training, Certification, and Workforce Management" and its implementing Manual, DoD 8570.1-M. Contractor personnel shall complete applicable certification requirements not later than six months of being assigned to the IA function. The Contracting Officer, in conjunction with the TOM will ensure that Contractor personnel are appropriately certified and provide verification to the Defense Eligibility Enrollment System (DEERS).

The Government will provide the appropriate security form(s) (DD Form 254) and/or other documents required for the contractor to provide support on the contract.

15. PERSONAL CONFLICT OF INTEREST

- a. 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.
- b. A Contractor employee shall not participate (i.e., recommend, influence, or decide) in any particular matters:
 - (1) 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;
 - (2) 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
 - (3) may otherwise cause a reasonable person to question his/her impartiality.
- c. If, after task order award, the Contractor discovers an employee's has a financial conflict of interest, with respect to this task order, 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.
- d. In the event that the Contractor was aware of an employee's financial conflict of interest prior to award of this task order 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 task order and does not disclose the conflict and the steps taken by contractor to neutralize the conflict, the Government may terminate the task order.
- e. 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 task order.
- f. (Reserved)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. 07		3. EFFECTIVE DATE 30-Sep-2012		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		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) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019-0006			
				X 10B. DATED (SEE ITEM 13) 30-Sep-2010			
CODE 17038		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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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) 52.217-8 -- Option to Extend Services							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 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: mackis122038 The purpose of this modification is to extend the period of performance through 31 DEC 2012 as stated herein. To facilitate funding, CLINs 1008, 1009, and 1010 have been added as a continuation of CLINs 1001, 1002 and 1007, respectively. Task 7: Continued Support for the ECS Requirement is incorporated as the basis for CLIN 1010. See Summary of Changes.							
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) DAVID L. PRICE / CONTRACTING OFFICER TEL: 703-696-3970 EMAIL: DAVID.PRICE@WHS.MIL			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 24-Sep-2012	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SUPPLIES OR SERVICES AND PRICES

CLIN 1008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Project Management FFP Per Section 5.1 of the PWS. FOB: Destination PURCHASE REQUEST NUMBER: HQ014820960002002	3	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AF
CIN: HQ0148209600020021001

(b)(4)

CLIN 1009 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009	Enterprise Performance Mgt. Strategy FFP Per Section 5.2 of the PWS. PURCHASE REQUEST NUMBER: HQ014820960002002	3	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AF

(b)(4)

CLIN 1010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	ECS Surge Task Continued FFP Per Task 6: Continued Support for the ECS Program	1	Lot	(b)(4)	(b)(4)
PURCHASE REQUEST NUMBER: HQ014820960002002					

NET AMT

ACRN AF

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

CLIN 1008:

Funding on CLIN 1008 is initiated as follows:

ACRN: AF

CIN: HQ0148209600020021001

Acctng Data: (b)(4)

Increase: (b)(4)

Total: (b)(4)

CLIN 1009:

Funding on CLIN 1009 is initiated as follows:

ACRN: AF

CIN: HQ0148209600020021002

Acctng Data: (b)(4)

Increase: (b)(4)

Total: (b)(4)

CLIN 1010:

Funding on CLIN 1010 is initiated as follows:

ACRN: AF

CIN: HQ0148209600020021003

Acctng Data: (b)(4)

Increase: (b)(4)

Total: (b)(4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 1001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-SEP-2011 TO 29-SEP-2012	N/A	WHS/INFORMATION TECH MGMT DIRECTORATE (b)(6)	HQ0187
FOB: Destination			


To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-SEP-2011 TO 29-SEP-2012	N/A	WHS/INFORMATION TECH MGMT DIRECTORATE (b)(6)	HQ0187
FOB: Destination			


The following Delivery Schedule item for CLIN 1002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-SEP-2011 TO 29-SEP-2012	N/A	WHS/INFORMATION TECH MGMT DIRECTORATE (b)(6)	HQ0187
FOB: Destination			


To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-SEP-2011 TO 29-SEP-2012	N/A	WHS/INFORMATION TECH MGMT DIRECTORATE (b)(6)  FOB: Destination	HQ0187


The following Delivery Schedule item has been added to CLIN 1008:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-SEP-2012 TO 31-DEC-2012	N/A	ENTERPRISE MANAGEMENT (b)(6)  FOB: Destination	HQ0148

The following Delivery Schedule item has been added to CLIN 1009:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-SEP-2012 TO 31-DEC-2012	N/A	ENTERPRISE MANAGEMENT (b)(6)  FOB: Destination	HQ0148

The following Delivery Schedule item has been added to CLIN 1010:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-SEP-2012 TO 31-DEC-2012	N/A	ENTERPRISE MANAGEMENT (b)(6)  FOB: Destination	HQ0148

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 1008:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 1009:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 1010:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	N/A	Government

The following have been added by full text:

SURGE SUPPORT: TASK 7

TASK 7: CONTINUED SUPPORT FOR THE ECS PROGRAM

- a. The expected outcome is to provide support to WHS in developing the requirements for standing up the Enterprise Customer Support (ECS) program.
- b. In support of this effort the contractor shall:
 - 5.1 Develop an overarching project plan for the implementation of the ECS program.
 - 5.2 Provide monthly status reports detailing accomplishments during the month, scheduled accomplishments for the next month, and issues or related to the overarching project plan.
 - 5.3 Develop a Knowledge Management Plan and support the initial key activities outlined in the plan including development of the KM process, taxonomy and knowledge base content.
 - 5.3.1 Capture knowledge base content (informational content for all services and detailed content for implementation services)
 - 5.3.2 Design knowledge base taxonomy and data structure for services and processes and refine knowledge base content for in-scope services
 - 5.4 Develop an IT Implementation Plan and support initial activities outlined in the plan including data mapping, workflows and designs.
 - 5.4.1 Conduct detailed technical implementation requirements analysis for Customer Relationship Management (CRM) and other applicable technologies including telephony, reporting, self-service and ticketing capabilities.
 - 5.4.2 Develop documentation to support the EITSD Enterprise Change Control Board (ECCB) process

- 5.5 Conduct stakeholder analysis to develop a Change Management Process to include strategic communications and training. Each session results shall be compiled into meeting notes and distributed to the attending stakeholders for verification and validation.
 - 5.5.1 Develop communication training guides and materials.
 - 5.5.2 Conduct training and education sessions with stakeholders affected by ECS startup.
 - 5.6 Provide Operations Preparation Activities to conduct operations management and workforce planning for the ECS.
 - 5.6.1 Refine service roles and responsibilities
 - 5.6.2 Develop call center processes
 - 5.6.3 Develop service center SOPs, call scripts and other documentation and practices
 - 5.6.4 Identify initial call center metrics and standards
 - 5.7 Support the Enterprise Customer Service (ECS) Governance Working Group.
 - 5.8 Support the ECS activities associated with the DA&M Strategic Plan.
- c. The contractor shall provide Full-Time Equivalents (FTE) specified herein who shall work together to achieve the outcome of this surge task.

Management Consultant 1 (2 FTE) – 1 position full time for entire six-month period of performance; 1 position part-time not to exceed 48 hrs per month.

- Provides oversight on large projects or significant segment of large complex projects
- Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components
- Provides applications systems analysis and programming activities for a Government site, facility or multiple locations
- Prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources

Analyst 1 (4 FTE) – 4 positions full time for entire six-month period of performance.

- Serve as the primary focal point to customer insuring the customer's requirements are properly documented
- Interface between the engineers and customers and as appropriate schedule meetings to exchange ideas, discuss options and provide clarification of requirements
- Work with customers to analyze and determine business and new system needs,

facilitate meetings and design sessions, understand business needs from the customer perspective, and plan, facilitate and conduct research and site visit activities

- Work with the customers to develop, refine, and implement performance reporting (i.e. metrics, dashboards, monthly meetings)
- Attend meetings and represent the Enterprise Performance Management System Program as required
- Develop requirements summaries for written and oral presentation as required
- Analyzes information and statistical data to prepare reports and studies for use by professionals

d. Deliverables.

Tasks	Deliverable Title	Due Date	Frequency & Remarks	Format
5.1	Overarching Project Schedule	Within 10 business days of award of surge task	Updated as required	MS Project
5.2	Monthly Status Reports	No later than the 5 th day of each month	Per Schedule	MS products
5.3	Knowledge Management Plan	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products
5.4	IT Implementation Plan	As outlined in agreed upon Overarching Project Schedule	Per Schedule	MS products

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 08		3. EFFECTIVE DATE 01-Jan-2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034		7. ADMINISTERED BY (If other than item 6) WHS ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. (b)(6) 8283 GREENSBORO DR MCLEAN VA 22102-4904				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019-0006			
				X 10B. DATED (SEE ITEM 13) 30-Sep-2010			
CODE 17038		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) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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:							
D. OTHER (Specify type of modification and authority)							
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: mackis13441 The purpose of this modification is to extend the period of performance through 31 Jan 2013 as stated herein. To facilitate funding, CLINs 1011 and 1012 have been added as a continuation of CLINs 1001/1008 and 1002/1009, respectively. See Summary of Changes.							
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) ISIAH MACK / CONTRACT SPECIALIST TEL: 703-545-0909 EMAIL: isiah.mack@whs.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Isiah Mack</u> (Signature of Contracting Officer)		16C. DATE SIGNED 27-Dec-2012	
(Signature of person authorized to sign)							

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SUPPLIES OR SERVICES AND PRICES

CLIN 1011 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011	Project Management FFP-LOE Per Section 5.1 of the PWS. PURCHASE REQUEST NUMBER: HQ014835500117001	1	Months	(b)(4)	(b)(4)

NET AMT. (b)(4)
CEILING PRICE \$0.00
ACRN AG (b)(4)

CLIN 1012 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012	Enterprise Performance Mgt. Strategy FFP-LOE Per Section 5.2 of the PWS. PURCHASE REQUEST NUMBER: HQ014835500117001	1	Months	(b)(4)	(b)(4)

NET AMT. (b)(4)
CEILING PRICE \$0.00
ACRN AG (b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

CLIN 1011:

Funding on CLIN 1011 is initiated as follows:

ACRN: AG

CIN: HQ0148355001170011011

Acctng Data: (b)(4)

Increase: (b)(4)

Total: (b)(4)

CLIN 1012:

Funding on CLIN 1012 is initiated as follows:

ACRN: AG

CIN: HQ0148355001170011012

Acctng Data: (b)(4)

Increase: (b)(4)

Total: (b)(4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 1011:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2013 TO 31-JAN-2013	N/A	ENTERPRISE MANAGEMENT (b)(6)	HQ0148

FOB: Destination

The following Delivery Schedule item has been added to CLIN 1012:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2013 TO 31-JAN-2013	N/A	ENTERPRISE MANAGEMENT (b)(6)	HQ0148

FOB: Destination

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 1011:

INSPECT AT	INSPECT BY	ACCEPT AT
N/A	N/A	N/A

ACCEPT BY
Government

The following Acceptance/Inspection Schedule was added for CLIN 1012:

INSPECT AT	INSPECT BY	ACCEPT AT
N/A	N/A	N/A

ACCEPT BY
Government

(End of Summary of Changes)