

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER _____ PAGE 1 OF 44

2. CONTRACT NO. **HQ0034-09-A-3010** 3. AWARD/EFFECTIVE DATE **01-Feb-2009** 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER _____ 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL: _____ a. NAME _____ b. TELEPHONE NUMBER (No Collect Calls) _____ 8. OFFER DUE DATE/LOCAL TIME _____

9. ISSUED BY **WHS ACQUISITION & PROCUREMENT OFFICE** CODE **HQ0034**
 1700 N. MOORE STREET
 SUITE 1425
 ROSSLYN VA 22209-1901
 TEL: _____
 FAX: _____

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: _____ % FOR
 SB
 HUBZONE SB
 8(A)
 SVC-DISABLED VET-OWNED SB
 EMERGING SB
 SIZE STD: _____ NAICS: _____

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS _____

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING _____

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO **OSD DEFENSE RESEARCH AND ENGINEERING** CODE **HQ0087**
 3030 DEFENSE PENTAGON
 WASHINGTON DC 20301-3030

16. ADMINISTERED BY _____ CODE _____
SEE ITEM 9

17a. CONTRACTOR/OFFEROR **BOOZ ALLEN HAMILTON INC.** CODE **17038**
 KIMBERLY PARKER
 8283 GREENSBORO DR
 MCLEAN VA 22102-4904
 TEL. 703-377-7876
 FACILITY CODE _____

18a. PAYMENT WILL BE MADE BY **DFAS-CO/SOUTH ENTITLEMENT OPERATIONS** CODE **HQ0338**
 P.O. BOX 182264
 COLUMBUS OH 43218-2264

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 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

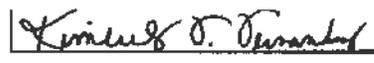
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-6 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** 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.
 REF: _____

29. AWARD OF CONTRACT: REFERENCE
 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
 30-Jan-2009

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED _____

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 Kim Fernandez / Contracting Officer/Team Lead
 TEL: 703-588-1576 EMAIL: kim.fernandez@wbs.mil

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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 (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

BPA INFORMATION

BLANKET PURCHASE AGREEMENT (BPA)

Scope

The purpose of this BPA is to provide 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 BPA is to procure firm-fixed price and time and material task orders, for mission support services. The requirements of Task Order 0001 are provided under the Performance Work Statement (PWS) of this BPA, and specifically Section 5. Task Order 0001 is for mission support services for the Modeling and Simulation Coordination Office (M&S CO). The M&S CO, formerly known as the Defense Modeling and Simulation Office (DMSO), was established by the Undersecretary of Defense for Acquisition in June 1991, to serve as the executive secretariat for the Modeling and Simulation Steering Committee (MS SC) and to provide a full-time focal point for information concerning DOD Modeling and Simulation (M&S) activities. M&S CO is a staff activity reporting to the Director, Defense Research and Engineering (DDR&E), Office of the Undersecretary of Defense for Acquisition and Technology (OUSD AT&L). The M&S CO, OUSD AT&L, performs the enterprise-level coordination functions necessary to encourage cooperation, synergy, and cost-effectiveness among the M&S activities of the DoD Components. The M&S CO is the Executive Secretariat for DoD M&S Management in fostering the interoperability, reuse, and affordability of crosscutting M&S to provide improved capabilities for DoD operations. (See the enclosed PWS)

BPA Structure

The BPAs expire after five years, or at the end of the Federal Supply Services (FSS) contract period, whichever is earlier. The BPAs will include one base year and four (4) one-year options. The Government may extend the terms of the BPAs, in accordance with FAR 52.217-9, beyond the current period of performance by exercise of the next option. This will be accomplished by written notice to the Contractor no later than the commencement date of the option period of performance provided the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the agreement expires. The preliminary notice does not commit the Government to the extension.

The following Schedule applies to this agreement:

<u>Period of Performance</u>	<u>Dollar Threshold Capacity per Year</u>	<u>Performance Dates</u>
Base Year:	\$20,000,000.00	February 01, 2009 through January 31, 2010
Option Period 1:	\$20,000,000.00	February 01, 2010 through January 31, 2011
Option Period 2:	\$20,000,000.00	February 01, 2011 through January 31, 2012
Option Period 3:	\$20,000,000.00	February 01 2012 through January 31, 2013
Option Period 4:	\$20,000,000.00	February 01, 2013 through January 31, 2014

The total duration of the BPAs, including the exercise of options under this clause, shall not exceed the GSA FSS period of performance. The dollar limit of all the BPAs is \$100,000,000.00.

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

Ordering

Orders will be placed by the Washington Headquarters Services Acquisition & Procurement Office. The ordering Contracting Officer shall ensure compliance with all rules and regulations. Instructions for proposals on task orders will be included in each task order. Orders shall be received and accepted via hardcopy, facsimile, or email. Proposal receipt will be via hardcopy, facsimile or email. Email is the preferred method of receipt.

When a task order is required, the Contracting Officer will issue a request for proposal from the BPA Contractors. The Contractors shall then submit a proposal to the Contracting Officer, and the Contracting Officer will evaluate proposals and award a task order to the winning offeror. Each task order shall be binding when issued by the Government.

Failure to reach agreement on the price for any task order for any order issued before the price is established will be considered to be a dispute under the Disputes clause.

Authorized BPA Contract Users

The principal users of the BPAs will be WHS, OSD and other Department of Defense offices as deemed appropriate by the Contracting Officer.

BPA Administrator

The administrator for the contract will be:

Washington Headquarters Services
Acquisition & Procurement Office
1700 N Moore Street, Suite 1425
Arlington, VA 22209

Obligation of Funds

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

The BPAs established as a result of this solicitation will not obligate any funds. Funds will only be obligated on individual orders against an established BPA.

Invoicing

The Contractor shall invoice monthly per task order unless otherwise directed in the specific task order.

BPA Pricing & Basis

This BPA is established based on Booz Allen Hamilton's MOBIS rates as reflected in proposal 05XM-0001 dated 12 January 2009 via GSA Contract No. GS-23F-9755H. All terms and conditions relating to this GSA schedule apply to this BPA. Orders against the BPA shall utilize the negotiated rate pricing in the attached tables. See attached:

MOBIS LABOR RATES

Labor Category Title	02/01/09 01/31/10 Base Year Rate Effective 09/30/08	02/01/09 01/31/10 Base Year Rate Effective 10/01/09	02/01/10 01/31/11 Option Year 1 Rate Effective 09/30/10	02/01/10 01/31/11 Option Year 1 Rate Effective 10/01/10	02/01/11 01/31/12 Option Year 2 Rate Effective 09/30/11
Consultant	\$66.40	\$68.92	\$68.92	\$71.54	\$71.54
Analyst	\$85.68	\$88.93	\$88.93	\$92.31	\$92.31
Analyst I	\$115.29	\$119.67	\$119.67	\$124.22	\$124.22
Functional Specialist	\$151.25	\$157.00	\$157.00	\$162.97	\$162.97
Functional Specialist 1	\$193.56	\$200.92	\$200.92	\$208.55	\$208.55
Management Consultant 1	\$140.68	\$146.02	\$146.02	\$151.57	\$151.57
Management Consultant 2	\$181.93	\$188.84	\$188.84	\$196.02	\$196.02
Project Manager	\$230.50	\$239.26	\$239.26	\$248.35	\$248.35

Labor Category Title	02/01/11 01/31/12 Option Year 2 Rate Effective 10/01/11	02/01/12 01/31/13 Option Year 3 Rate Effective 09/30/12	02/01/12 01/31/13 Option Year 3 Rate Effective 10/01/12	02/01/13 01/31/14 Option Year 4 Rate Effective 09/30/13	02/01/13 01/31/14 Option Year 4 Rate Effective 10/01/13
Consultant	\$74.26	\$74.26	\$77.08	\$77.08	\$80.01
Analyst	\$95.82	\$95.82	\$99.46	\$99.46	\$103.24
Analyst I	\$128.94	\$128.94	\$133.84	\$133.84	\$138.93
Functional Specialist	\$169.16	\$169.16	\$175.59	\$175.59	\$182.26
Functional Specialist 1	\$216.47	\$216.47	\$224.70	\$224.70	\$233.24
Management Consultant 1	\$157.33	\$157.33	\$163.31	\$163.31	\$169.52
Management Consultant 2	\$203.47	\$203.47	\$211.20	\$211.20	\$219.23
Project Manager	\$257.79	\$257.79	\$267.59	\$267.59	\$277.76

Travel Policies and Procedures

It is anticipated that performance under the BPAs may require travel. 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 BPA(s) will be in accordance with FAR 52.232-25.

COMBINED PWS AND TO 0001 TWS

Performance Work Statement
For
Mission Support Services
For the
Office of the Under Secretary of Defense/Acquisition, Technology and Logistics
December 08, 2008

1.0. GENERAL INFORMATION

1.1. **Description of Services/Introduction.** The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform Mission support services as defined in this Performance Work Statement (PWS) except as Specified in Section 3.0 as government furnished property. The purpose of this BPA is to provide 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 (A&PO). The objective of this contract action is to acquire, through award of multiple award Blanket Purchase Agreements (BPAs), with firm-fixed-price task orders, professional and executive-level Mission support services primarily for the Office of the Under Secretary of Defense, Acquisition, Technology and Logistics (OUSD(AT&L)). The contractor shall perform to the standards in this contract.

1.2 This PWS describes Mission Support Services for various designated offices but particularly support required by the Modeling and Simulation Coordination Office (M&S CO) reporting to the Director, Defense Research and Engineering (DDR&E), Office of the Undersecretary of Defense for Acquisition and Technology. Task Order 0001 requirements are presented under Section 5.0.

1.3 **Objectives.** The objective of this PWS is for the procurement of Mission Support Services to include the tasks of information technology (including web page development and maintenance and graphics support), planning, preparation, execution and administrative support to executive committee meetings and conferences; policy development, interpretation, and implementation; public relations and outreach; and research and analysis of modeling and simulation topics to support the M&S CO and other OUSD AT&L Offices. The contractor shall provide high quality technical, systems development, analytical, planning and administrative resources to support mission requirements.

1.4. **Scope of Work.** The task areas in this PWS require the contractor to provide in-depth knowledge of mission support services. 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 Acquisition, Technology & Logistics, but may, as needed, also include support for other offices under the Office of the Under Secretary of Defense. The Contractor shall provide personnel during normal operations and during surge or special situations to accomplish the requirements specified in this document. The contractor shall efficiently and effectively manage the performance under this contract to ensure all the necessary technical, business, and administrative planning; organizing; managing; coordinating and tracking (e.g., cost, schedule, deliverables), performance management, systems engineering management, resource management, data management, and subcontract management required to perform all activities is accomplished, as required by this PWS. The contractor will identify a project manager as the focal point of contact for work to be performed under any resultant Task Orders. For Task Order 0001, the project manager shall keep the M&S CO leadership and the Contracting Officer's Representative (COR) informed of any potential problems and provide any recommendations for resolution.

The contractor should be prepared to have personnel on-site (e.g., in the Pentagon and other DC metro locations), as well as to provide extensive reach-back capability for policy development, analysis, workload surge requirements,

and other necessary support.

1.5. **Type of Contract/Period of Performance:** The Government intends to award no more than five multiple award schedule BPAs. The period of performance for each awarded BPA shall be for one (1) Base Year consisting of 12 months and four (4) 1-year options. The Period of Performance (POP) reads as follows:

Base Year	TBD – one (1) year after contract award (ACA)
Option Year I	1 Year POP
Option Year II	1 Year POP
Option Year III	1 Year POP
Option Year IV	1 Year POP

1.6 General Information

1.6.1 Recognized Holidays:

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

1.6.2 **Hours of Operation/Place of Performance:** The contractor is responsible for conducting mission support between the hours of 8:00am to 5:00pm Monday thru 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. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all requirements defined within this PWS when the Government facility is not closed for the above reasons. Contractors will be required to support mission support responsibilities at both government locations and the contractor’s facilities. These locations include Government Sites within the National Capital Region; however, other off-site locations and telecommuting arrangements are allowable work locations upon the Government Representative approval. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

1.6.3 **Security Requirements:** For certain tasks, contractor personnel require a Defense Security Service issued Secret Clearance with a current investigation that must be maintained during the performance of this effort. In cases where additional security clearances will be required, the COR will inform the contract Project Manager to arrange for qualified personnel with the necessary clearance(s). A DD254 will be provided. See Section 4.2 for Task Order 0001 security requirements.

1.6.3.1 **Physical Security.** The Government will be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.3.2 **Key Control.** The Contractor shall follow established Government Office policies/procedures for safeguarding issued keys/keycards. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.3.2.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or

duplicate, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.3.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The contractor shall follow established Government Office policies/procedures for safeguarding issued keys/key cards. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.3.2.3 Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The contractor shall follow established Government Office policies/procedures for safeguarding keys/key cards.

1.6.4 Periodic Progress Meetings/Post Award Conference: The Contractor agrees to attend a post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

1.6.4.1 Contract Manager: The contractor shall provide a contract manager who shall be responsible for the performance of the work. 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. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.6.4.2 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

PART 2
DEFINITIONS & ACRONYMS

(This section includes all special terms and phrases used in the PWS. The definition must clearly establish what is meant. Each definition provided should be carefully considered, for that definition becomes binding for all requirements in the contract. This section should also contain a complete listing of all acronyms used, giving both the acronyms and the words represented by the acronym).

PWS – Performance Work Statement

Contracting Officer's Representative (COR): A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor

Defective Service. A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Assurance. Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.1 GENERAL. The government will facilitate access of contractor staff to DoD offices, employees and data necessary to provide PWS deliverables. The Government will provide office space and normal office supplies and equipment for contractor personnel working at Government locations.

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Contractor and/or contractor personnel will not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer (CO). The contractor will not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

As determined by mutual agreement, the Government will provide additional property that may be required in the performance of this effort.

At the request of the Government, or at completion of this effort, the contractor will immediately return any Government-provided property, including any equipment, specialized or off-the-shelf software, and all other property provided by the Government for the contractor to use to complete this effort.

Upon commencement of this effort, unless otherwise indicated, the Government will provide the following property to the contractor:

3.1.1 Government Furnished Information and Other Project Support

The government will provide the contractors with access to relevant government facilities, studies, reports, data, and key staff as required to perform the Tasks contained in this PWS. The government will provide timely feedback and comments on contractor draft deliverables within ten (10) working days of receipt, to ensure final deliverables are received in a timely manner.

3.2 Equipment: As stated in para 3.1.

3.3 Services:

3.3.1 Utilities. All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

3.4 Facilities: When applicable, the Government will furnish the necessary workspace for the contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment. The contractor will be allowed access to the Government's facilities, as specified below:

- Pentagon, to include issuance of building passes to qualified contractor personnel supporting these tasks. Building pass/access requests shall identify the visit frequency requirement.
- Task Order 0001, M&S CO primary facility is in 1901 N. Beauregard St., Suite 500, Alexandria, VA 22311

For Task Order 0001, M&S CO will initiate study or analytical support announcements and send these to appropriate service or agency points of contact to facilitate the contractor's access related to specific task requirements. These announcements will identify access and support requirement related to the task. M&S CO will work with the services/agencies and the contractor to ensure timely access to facilities, documentation, data, models, etc., needed to carry out directed activities.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1 General: In fulfillment of this effort, the Contractor will provide the deliverables identified under Section 5.1.4, Table 1., entitled "Deliverables Schedule". All deliverables will be submitted to the COR, unless otherwise agreed upon. Unless otherwise specified, the Government will have a maximum of ten (10) calendar days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor will have a maximum of ten (10) calendar days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be calendar days unless otherwise specified.

The format for individual deliverables will be determined through consultation between the COR and the contractor at the orientation briefing and identified in writing then provided to the contracting office, COR, and the contractor. Products that reflect the contractor's analysis and opinion (e.g., studies or analyses) may be in contractor format. Products that are to be used by the government in the execution of their responsibilities (e.g., strategy documents, roadmaps, analysis and briefings) will be in a specified Government format. All documents will be provided in either hard copy or electronically as requested by the COR. Electronic documents will be provided in the appropriate Microsoft Office format (e.g., Word or PowerPoint); if appropriate, the Contractor may be asked to provide in compressed or PDF format.

4.2 Secret Facility Clearance: For Task Order 0001, the Contractor shall possess or be eligible to receive and maintain a SECRET facility clearance from the Defense Security Service.

POINTS OF CONTACT

(b)(6)



(b)(6)



Government:
Kim Fernandez
Phone: 703-588-1576
E-mail: Kim.Fernandez@whs.mil

PART 5
SPECIFIC TASKS
TASK ORDER 0001
TASK WORK STATEMENT (TWS)

5.1.0 TASK ORDER 0001 – OUSD, M&S CO Mission Support Services

5.1.1 BACKGROUND

The M&S CO, formerly known as the Defense Modeling and Simulation Office (DMSO), was established by the Undersecretary of Defense for Acquisition in June 1991, to serve as the executive secretariat for the Modeling and Simulation Steering Committee (M&S SC) and to provide a full-time focal point for information concerning DOD Modeling and Simulation (M&S) activities.

M&S CO is a staff activity reporting to the Director, Defense Research and Engineering (DDR&E), Office of the Undersecretary of Defense for Acquisition, Technology and Logistics (OUSD AT&L).

The M&S CO, OUSD (AT&L), performs the enterprise-level coordination functions necessary to encourage cooperation, synergy, and cost-effectiveness among the M&S activities of the DoD Components. The M&S CO is the Executive Secretariat for DoD M&S Management in fostering the interoperability, reuse, and affordability of crosscutting M&S to provide improved capabilities for DoD operations.

M&S CO is DoD's lead standardization activity for managing modeling and simulation standards and methodologies; DoD's focal point for coordinating M&S activities with NATO and Partnership for Peace (PfP) nations, and other international Allies; DoD M&S Management system's administrative and technical support

M&S CO has a requirement for mission support to include the tasks of information technology (including web page development and maintenance and graphics support), planning, preparation, execution and administrative support to executive committee meetings and conferences; policy development, interpretation, and implementation; public relations and outreach; and research and analysis of modeling and simulation topics to support the Modeling and Simulation Coordination Office (M&S CO).

5.1.2 SPECIFIC TASKS

The contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all requirements under this Task Work Statement (TWS) for Task Order 0001. The Period of Performance of Task Order 0001 is one base year and four (4) option years. Specifically, the contractor will carry out the following five (5) functions identified as:

- a. **Information Technology Development and Maintenance**
- b. **Executive Committee Meetings and Support**
- c. **Policy Development/Interpretation Support**
- d. **Public Relations**
- e. **Research and Analysis**

Within each of these five functions, the contractor shall perform specific tasks by function as follows:

(a) Information Technology Development and Maintenance:

- o Provide information technology support to the M&S CO staff in collaboration with the Office of the Undersecretary of Defense for Acquisition, Technology and Logistics (OUSD,AT&L) IT staff.
- o Provide web page development for the M&S CO. Provide web page maintenance for information about M&S. This information includes management policies, activities, and products available to the M&S Community. The DoD community ranges from DoD senior decision makers to the general public.

- Develop, use, or transform data leading to accurate and effective M&S.
- Provide local area network support and website development/maintenance for the Modeling and Simulation Coordination Office (M&S CO) IT computer network infrastructure.
 - Other tasks include:
 - Configure/Maintain the local area network (LAN).
 - Run network backups.
 - Monitor and maintain the Symantec firewall.
 - Maintain and configure Cisco routers and switches as needed.
 - Provide technical support for the M&S community portal on the Acquisition Technology and Logistics (AT&L) network.
 - Write and maintain Systems Security Technology Security Certification and Accreditation Process (DITSCAP).
 - Develop and maintain M&S CO and affiliated websites using .asp, .php, html, JavaScript.
 - Maintain Linux based web and mail server.
 - Serve as the AT&L poc for the M&S CO.
 - Provide administrative support to the M&S IPT and M&S SC meetings.

(b) Executive Committee Meetings and Support

- Plan, coordinate and document proceedings of executive-level councils, working groups and conferences (e.g. Steering Committee, Integrated Process Team (IPT), IPT Working Groups, etc.). The planning would encompass creating an agenda, having the agenda reviewed and concurred by the M&S CO management, creating a list of invitees, securing a meeting location, ensuring that appropriate audio-visual equipment is available and taking notes of the meeting proceedings.
- Participate in and lead workgroups, conferences, and meetings and coordinate M&S CO's participation. These meetings will include IPT, IPT working group meetings, modeling and simulations (M&S) workshops and conferences. Participation in these meeting would require a person with several years of M&S related experience. Experience in leading working groups, conferences and meeting of 10-50 attendees is desired but not mandatory.
- Support M&S CO in national and international conferences (e.g. NATO Modeling and Simulation Group (NMSG), Interservice/Industry Training Systems and Education Conference (IITSEC), etc. Related OSD and/or NATO experience is desired but not mandatory.
- Provide advice to the United States M&S Delegations for participation in international Modeling and Simulation board and groups.
- Coordinate the successful management of day-to-day activities critical to promoting Allied technical issues.
- Provide assistance to Communities enabled by M&S
 - Advise Communities, the Joint Staff and Services on M&S issues
 - Act as an information conduit between Communities, the Joint Staff and Services and M&S CO management.
- Other tasks include:
 - Provide technical advice and assistance to senior executives in the Department of Defense.
 - Provide the Communities with expertise in Common & Crosscutting M&S tools, data, and services.

- Assist the M&S CO Director in providing a conduit to Department of Homeland Security, Department of State, Department of Energy and other federal agencies.
- Serve as a subject matter expert in inter-agency coordination.
- Provide inputs, prepare and/or present high-level briefings of an innovative business, management, technological or strategic nature.
- Work closely with representatives of the M&S IPT and SC
- Represent community issues to the M&S CO and respond to other M&S IPT member questions on behalf of the M&S CO, were required.

(c) Policy Development/Interpretation Support.

- Provide assistance in the development, interpretation and implementation of M&S CO and DoD policies related to M&S. A working knowledge of the OSD, Joint Staff, Services Headquarters Activity or other DoD Components is desired but not required
- Conduct review and coordinate processes for new and existing policy developed external to M&S CO
- Plan and executes M&S CO-sponsored technical meetings and working groups, such as the DoD M&S Steering Committee (M&S SC) and its subordinate M&S Integrated Process Team (M&S IPT)
- Produce briefings, reports and executive-level correspondence for the M&S CO Director, the Director of Defense Research and Engineering (DDR&E), and the Under Secretary of Defense for Acquisition, Technology and Logistics (USD (AT&L))
- Assist in the development of DoD Policy recommendations for the management of M&S tools, data, and services
- Assist in the preparation of Community and Corporate-level M&S Business Plans
- Support the development of Community and Corporate-level M&S Master Plans.
 - Other tasks include:
 - Provide support to the DoD Modeling and Simulation (M&S) Standards Program
 - Administer the M&S XML Namespace in the DoD Metadata Registry;
 - Serve as a member of the technical committee developing the standards for the Synthetic Environmental Data Representation and Interchange Specification (SEDRIS) standards.
 - Assist the Community in creating and maintaining the Community's M&S Business Plan.
 - Provide the Community with expertise in Common & Crosscutting M&S tools, data, and services
 - Investigate and identify business, scientific, technology, engineering, operational, professional and/or policy issues and conduct expert analysis of these issues
 - Provide technical advice to the Director, M&S CO in the area of Human Behavior Research
 - Provide expert advice in support of major M&S programs/projects
 - Assist the Director in obtaining and maintaining visibility of the human behavior aspect in M&S data and tools
 - Coordinate human behavior research across the Department
 - Provide inputs, prepare and/or present high-level briefings of an innovative business, management, technological or strategic nature

(d) Public Relations

- Provide support and advice to the M&S CO leadership in the release and publication of M&S CO developed and/or sponsored materials which include providing the leadership with information on what can

be released and the process of obtaining release. This task also includes requesting clearance of M&S CO information for public release from the DoD Public Affairs office.

- Serve as the liaison between the M&S CO and the media
 - Serve as the primary public affairs advisor to the M&S CO Director
 - Research and distributes news items related to or impacting M&S to the M&S CO staff.
 - Oversee outreach initiatives to inform DoD leaders, M&S Users and Developers, Congress and the general public about DoD M&S through a variety of vehicles-news media interviews, published articles, email lists, World Wide Web, and conference exhibits and presentation, such as the Industry and Interservice Training, Simulation, and Education Conference, Simulation Interoperability Workshop, Military Operations/Research Society, etc.
 - Plan and execute the annual DoD M&S Excellence Awards and Recognition program, which recognizes individual and team excellence in M&S throughout DoD.
 - Plan for demonstrations, exhibits, and M&S CO participation in the (IITSEC) in December of each year which includes coordinating with the event sponsor and other government organizations providing logistical support. It also includes coordinating what will be presented by the M&S CO at the event.
- (e) Research and Analysis (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, and Senior Services Policy Analyst as identified in paragraph 5.1.3):**
- Coordinate technical standards related to promoting interoperability with M&S systems in the greater International Community. (Services Policy Analyst)
 - Coordinate DoD international activities and the successful management of day-to-day activities critical to promoting Allied technical issues. (Services Policy Analyst)
 - Provide advice to the United States M&S Delegations for participation in international M&S boards and groups. (Services Policy Analyst)
 - Provide expert advice in the process for the release/transfer of defense related articles, information, technical data, and computer software, including models and simulations to foreign countries. (Services Policy Analyst)
 - Assist the M&S CO leadership in obtaining and analyzing data as input into major management decisions involving all relevant technical and application areas (Senior Tools Analyst, Senior Data Analyst and Senior Services Analyst).
 - Conduct analyses, technical assessments, research and other studies of modeling and simulation and related activities (Senior Tools Analyst, Senior Data Analyst and Senior Services Analyst):
 - Provide technology assessments, plan development and workshop support to M&S.
 - Support M&S CO in the conceptualization, drafting and coordination of M&S business & strategic plans, and documents.
 - Provide expertise in the management of model and simulation software or simulation environments and/or analyzes results produced by M&S. (Senior Tools Analyst)

- Provide expertise in the development, use or transformation of data leading to accurate and effective M&S. (Senior Data Analyst)
- Develop strategies for managing M&S Data in the Net Centric Data Environment. (Senior Data Analyst)
- Provide expertise in the establishment of standards for the discovery and understanding of data and other M&S resources (discovery metadata). (Senior Data Analyst)
- Provide expertise in the establishment of standards for the consistent representation of data so that it can be interchanged among M&S applications and with operational systems (structural metadata). (Senior Data Analyst)
- Develop or coordinates a variety of technical standards related to M&S standards (e.g. HLA, SEDRIS, XML, IPV6). (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, and Senior Service Policy Analyst)
- Provide expertise in the development or coordination of educational products or services across a wide array of M&S related disciplines such as computer science, mathematics, engineering, etc. (Senior Services Analyst)
- Provide expertise in the development or coordination of Verification, Validation and Accreditation policies related to M&S. (Senior Services Analyst)
- Provide expertise in the uses or development tools that lead to accurate and effective models and simulation. (Senior Tools Analyst)
- Define and foster sound practices for efficient development and evolution of credible M&S tools in the Net Centric Environment. (Senior Tools Analyst)
- Participate in the development of DoD M&S policy related to M&S (Senior Services Analyst /Senior Policy Analyst)
- Investigate or identify business, scientific, technology, engineering, operational, professional and/or policy issues related to M&S. (Senior Data Analyst, Senior Tools Analyst, and Senior Services Analyst)

Additional skill requirements for all personnel are:

- Ability to communicate well orally and in writing, particularly in the preparation of technical documents and briefings.
- Ability to use, with ease, common office software, including word processors, spreadsheets, presentation and project management software (MS word, MS excel, MS PowerPoint and MS project).
- Ability to serve as an action officer for a project manager (schedule meetings, prepare meeting notes and archival documents, tracking deliverables and expenditures, and keeping active logs of technical contacts not necessarily funded by M&S CO).

5.1.3 KEY PERSONNEL

The following positions are identified as key positions, with desired levels of experience presented per position:

- (a) Senior Data Analyst: minimum level of experience: 10+ years of experience in the technical discipline relevant to the specific task – desired level of experience 15+ years

- (b) Senior Tools Analyst: minimum level of experience: 10+ years of experience in the technical discipline relevant to the specific task - desired level of experience 15+ years
- (c) Senior Services Analyst: minimum level of experience: 10+ years of experience in the technical discipline relevant to the specific task – desired level of experience 15+ years
- (d) Senior Services Policy Analyst (International Programs and Standards): desired level of experience: 8+ years of experience in the technical discipline relevant to the specific task
- (e) Secretariat Analyst: desired level of experience: 10+ years of experience in the technical discipline relevant to the specific task
- (f) Lead Coordinator (Project Manager): desired level of experience: 8+ years of experience in the technical discipline relevant to the specific task

Substitution of Key and Non-Key Personnel:

The contractor shall ensure the availability of key personnel with the requisite skills to perform the work detailed in the SOW for this task order. Under no circumstances shall the caliber of any personnel delivered under this task order be less than that which was promised in the technical proposal. The Government shall review any/all key personnel skill levels proposed after contract award and prior to acceptance of any/all substitutions, in order to ensure there is no degradation in the quality of personnel assigned to this task order. Substitution of non-key personnel is at the sole discretion of the contractor, however, all proposed substitutions shall meet the applicable educational and experience requirements set forth in the Statement of Work for the substituted position.

(a) The contractor shall notify the Contracting Officer prior to making any changes in personnel assigned to key positions. The key personnel are Lead Coordinator (Project Manager), Secretariat Analyst, Senior Data Analyst, Senior Tools Analyst and Senior Services Analyst, and Senior Services Policy Analyst (International Programs and Standards).

(b) During the first year of performance, the Contractor shall make no substitutions of key personnel 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 first year, 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.

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. General quality measures, as set forth below, will be applied to each work product received from the contractor under this statement of work.

- Accuracy - Work Products will be accurate in presentation, technical content, and adherence to accepted elements of style. Written documents will be in formats as specified above and shall be 99% free of grammar and spelling errors.
- Appearance - All work products will be neat and attractive, reflecting the role that M&S CO fulfills and the level at which work products will be used.
- Clarity - Work Products will be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this statement of work.
- File Editing - All text and diagrammatic files will be editable by the Government.
- Format - Work Products will be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.

TIMELINESS - WORK PRODUCTS WILL BE SUBMITTED ON OR BEFORE THE DUE DATE SPECIFIED IN THIS STATEMENT OF WORK OR SUBMITTED IN ACCORDANCE WITH A LATER SCHEDULED DATE MUTUALLY AGREED UPON WITH ALL DEVIATIONS PROVIDED IN WRITING.

5.1.4 CONTRACT MANAGEMENT

Table 1 provides a schedule of contractor deliverables, and also identifies where the contractor will assist M&S CO in meeting the deliverables resulting from the above-defined tasks.

Table 1. Deliverables Schedule

Product	Due Date	Remarks
Monthly Contract Status Report	NLT 15 th of each month	Report will show all accomplishments and status of deliverables, in a format approved by the COR.
Prepare and distribute minutes and action items	No later than five calendar days after an event	A draft should be provided to the appropriate M&S CO manager for approval prior to final release.
Trip/Meeting Reports	Five days after completion of a meeting	All trips will require a report and meeting reports will be at the discretion of the M&S CO Director, Deputy Director, and Associate Directors.
Quarterly Small Business Report	15 days after the start of a quarter	To be negotiated upon contract award

NOTE: All deliverables will be prepared in accordance with and in consideration of the Quality Assurance Surveillance Plan (QASP), provided as Exhibit "A" hereto.

In fulfillment of this effort, the contractor shall provide the deliverables identified above. All deliverables shall be submitted to M&S CO, unless otherwise agreed upon.

Unless otherwise specified, the Government will have a maximum of ten (10) days from the day a draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor will have a maximum of ten (10) days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be calendar days unless otherwise specified.

The format for individual deliverables will be determined through consultation between the COR, CO and the contractor. Products that reflect the contractor's analysis and opinion (e.g., studies or analyses) may be in contractor format. Products that are to be used by M&S CO in the execution responsibilities (e.g., briefings, plans or reports) will be in a specified Government format. All documents will be provided in either hard copy or electronically as requested by the COR. Electronic documents will be provided in the appropriate Microsoft Office format (e.g., Word or PowerPoint); if appropriate, the Government may be asked that they be provided in compressed or PDF format. The current format for web-based information tools will apply; new displays will use the same formatting.

The data below identifies the deliverables resulting from the tasks defined in this TWS. All due dates are to be completed within the Task Order 0001, period of performance. Weekends and Government holidays are non-working days.

Monthly Status Report and Quarterly Reviews

Within 30 days after the date of award, the contractor shall provide a work plan to the COR which will present detailed information regarding the specific contractor tasks that will be performed and how the tasks will be accomplished. The contractor shall document the efforts performed in the completion of each task in a detailed monthly status report due on or before the 15th of each month. The status report shall include, at a minimum:

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

"If Necessary" a quarterly review shall be conducted between the contractor representatives, technical representative, COR and CO. The meeting shall be held at either the contractor facility or Government program office location. At the meeting, the program status shall be briefed by the contractor who will identify any potential problems that may adversely impact the program cost and schedules.

Quarterly Small Business Report – the contractor shall prepare a report due 15 days after the start of each quarter detailing the percentage of work currently being performed by all socio-economic program businesses and any anticipated changes to the division of labor.

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

Management and Technical Briefings

From time to time, as necessary, the contractor may be required to prepare and present briefings on material prepared or utilized under each of the tasks identified in this TWS.

Final Results Briefing

Contractor will prepare a final results briefing for all requirements under this order. The briefing will be presented to the COTR/COR 10 calendar days prior to contract conclusion. Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

5.1.5 PROJECT MANAGER REQUIREMENTS/RESPONSIBILITIES SUMMARY

The contractor shall efficiently and effectively manage the performance under this contract to ensure all the necessary technical, business, and administrative planning; organizing; managing; coordinating and tracking (e.g., cost, schedule, deliverables), performance management, systems engineering management, resource management, data management, and subcontract management required to perform all the activities successfully, as required by this Task Work Statement for Task Order 0001. The contractor will identify a project manager as the focal point of contact for work to be performed under this Task Order 0001. The project manager shall keep the M&S CO leadership and the COR informed of any potential problems and provide any recommendations for resolution. Additional responsibilities require the project manager to:

- Integrate the activities and functions of the community coordinators, secretariat, data, tools, and Senior Tools, Data, Services Policy Analysts.

- Assist the Secretariat in executing the intent of the Modeling & Simulation Steering Committee (M&S SC) and Integrated Process Team (IPT) as directed by the Director, M&S CO.
- Assist the Director and Deputy Director in charting the strategy direction of the organization.
- Assist the Director and Deputy Director in the coordination of events and activities.
- Actively applies quality assurance measures to the management and performance of the program/effort.

PART 6 OTHER CONTRACT REQUIREMENTS

6.1 ADMINISTRATIVE CONSIDERATIONS

M&S CO has overall project direction and oversight for implementing Task Order 0001. The contractor shall be responsive to all OUSD program offices for completing the tasks and deliverables defined within this PWS and all subsequent Task Orders.

Within two weeks of award, the contractor will conduct an initial orientation briefing. The intent of the briefing is to facilitate the communication process between the Government and the contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask requirements and objectives.

The orientation briefing will be held at a location and date and time mutually agreed upon by both parties. At the briefing, the contractor will outline the approach and schedule for the various subtasks as well as address the control and management mechanisms they will use to oversee their work.

6.2 POINTS OF CONTACTS

6.2.1 Contracting Officer's Representative (COR) or Contracting Officer's Technical Representative (COTR)

The COR supports the Contracting Officer (CO)/Contract Specialist (CS) during administration of this effort by:

- 1) Making final decisions regarding any recommended rejection of deliverables;
- 2) Providing technical clarification relative to overall workload matters;
- 3) Providing advice and guidance to the Contractor in the preparation of deliverables and services; and
- 4) Providing acceptance of deliverable products to assure compliance with requirements.

The program office COR point of contact is: (b)(6)

The COR is the individual within the Program Management function who has overall technical responsibility for this effort. The COR provides technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the general PWS for this effort.

The COR DOES NOT have the authority to and may NOT issue any technical direction which:

- 1) Constitutes an assignment of work outside the general scope of this effort;
- 2) Constitutes a change as defined in the "Changes" clause;
- 3) In any way causes an increase or decrease in cost or the time required for performance;
- 4) Changes any of the terms, conditions, or other requirements of this effort; and
- 5) Suspends or terminates any portion of this effort.

All technical direction will be issued in writing by the COR or will be confirmed by the COR in writing within 10 calendar days after verbal issuance. A copy of the written direction will be furnished to the CO and the CS.

In addition to providing technical direction, the COR will:

- 1) Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to notify the CO and CS, any changes in the requirement;
- 2) Assist the Contractor in the resolution of technical problems encountered during performance; and
- 3) Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items.

If in the opinion of the Contractor, any instruction or direction issued by the COR is outside of their specific authority, the Contractor shall not proceed but shall notify the CO in writing within 5 working days after receipt of any instruction or direction, with an informational copy to the CS.

6.3 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

6.3.1 Contractor Performance

Interim evaluations of contractor performance will be prepared on this effort in accordance with FAR Part 42. An annual performance evaluation will be prepared, by the COR, at the time of completion of work. In addition to the annual evaluation, interim evaluations will be prepared by the COR on a quarterly basis. A final evaluation will be prepared at the end of the period of performance of the contract, once all options have been exercised, or if the contract is ended prior to the exercise of some or all of the options. At a minimum the annual evaluations for this contract/task order will be entered into the Contractor Performance Assessment Reporting System (CPARS). The contractor will have access to CPARS for this contract and will enter their responses and comments to the evaluations and/or concurrence electronically in the system. The Contracting Officer's Representative and the Contracting Officer will provide guidance on using CPARS. CPARS is available on line at <http://www.cpars.csd.disa.mil/>. The tentative schedule for interim annual and final performance evaluations is provided below, and will be finalized at the time of contract completion.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation but not longer than thirty (30) calendar days after the scheduled completion. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

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

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <http://www.cpars.csd.disa.mil/>

6.4 INVOICING

The Contractor shall invoice no more frequently than MONTHLY against each separate order. Travel charges must contain location and dates and items must be identified by subject (i.e. meals, rental car, and airfare requirements are All travel expenses for this contract must comply with FAR 31.205-46 "Travel costs", FAR 52.232-25 and the PWS.

6.5 TRAVEL

The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the COR under this effort. All travel shall be approved, by the COR, prior to commencement of travel. The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel

costs incurred during performance of this effort in accordance with FAR 52.232-25 . Work will be performed in government facilities located in Alexandria, VA. Travel requirements include travel to and from Pentagon and other government organizations' facilities within Washington DC area. Travel may also be required in support of communications and transformation activities, such as attendance at related conferences and forums both inside and outside of the DC Metro area.

6.4 PERSONNEL REQUIREMENTS

Contractor will provide personnel consistent with requirements from this PWS and the staffing plans in the contractor's technical proposal.

Exhibit "A"

**Quality Assurance Surveillance Plan
Office of the Undersecretary of Defense
Acquisition Technology and Logistics (OUSD (AT&L)),**

Mission Support Services

FOR

**Modeling and Simulation Coordination Office
(M&S CO)**

HQ0034-09-A-3010

Approved by:

Kimberly F. Fernandez, Contracting Officer

1. OVERVIEW

1.1 Purpose and Intent. The purpose of this plan is to identify the methods and procedures the Government will use to ensure it receives the services under contract as identified in the Performance Work Statement (PWS). This plan will focus on the level of performance required by the PWS, not the methodology or process. Performance Objectives will be periodically monitored and the quality program evaluated, but the Contractor is left as free as possible to develop the most efficient processes to meet and exceed the required thresholds of service.

1.2 Authority. Authority for issuance of this Quality Assurance Surveillance Plan (QASP) is provided under the Inspection and Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative. The Inspection of Services FAR Clauses 52.246-4 and 52.246-6 apply.

2. RESPONSIBILITIES

2.1 Government officials shall have responsibility for implementation as follows:

Contracting Officer (CO) – The Contracting Officer ensures performance of all necessary actions for effective contracting ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance and the Contractor Performance Assessment Reporting System (CPARS) reporting.

Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and assures proper Government surveillance and documentation of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

3. CONTRACT QUALITY REQUIREMENTS

3.1 Quality Program. The Quality Control Program shall ensure the government receives the level of quality that is consistent with the performance standards specified in PWS.

4. PERFORMANCE ASSESSMENT

4.1 Purpose. This section details the method(s) used to verify Contractor compliance with PWS requirements. The key elements of this process are the Contractor's quality program and Government identified Performance Objectives. The Performance Requirements of the contract dictate the suggested inspection and surveillance requirements the COR shall accomplish on a periodic basis. The procedures on how to document performance in a correct and effective manner are included below.

4.2 Performance Assessment Approach. To facilitate the performance assessment of the Contractor's quality program, the COR will verify Contractor compliance with the designated Performance Objectives of PWS. The intent of the performance assessment approach is to gain confidence in the Contractor's ability to provide satisfactory services and then adjusting the level of Performance assessment to a point that maintains confidence. This Performance assessment approach is subject to change based on the Contractor's performance. Methods of assessment or surveillance include, but are not limited to:

4.2.1 100% Review - This level of Review entails consideration of all performance requirements and deliverables established by and for the Performance Objective within a given timeframe.

4.2.2 Random Monitoring - Random monitoring consists of unspecified observations of some or all requirements and deliverables established by and for the Performance Objective within a given timeframe.

4.2.3 Passive Monitoring – Passive monitoring includes observations by other Government personnel to be substantiated by the COR, that relate to some or all requirements and deliverables established by and for the Performance Objective within a given timeframe. The handling of complaints is included in this method of surveillance.

4.3 Annual Review. The COR must review QASP Performance Objectives, assess their applicability and recommend the addition or subtraction of Performance Objectives as conditions warrant at least on an annual basis.

4.4 Special Audits. The COR must be alert to conditions that would warrant a special quality audit. Any time the COR observes that a functional area is out of acceptable tolerance or that the technical expertise is not available, a request for a functional area quality audit should be addressed to the Contractor.

4.5 Performance Assessment Folders. A Performance Assessment Folder must be created and maintained by the COR. The folder will be maintained in hard copy. The Performance assessment folder must contain the following sections and may contain other sections or information that the COR finds pertinent or necessary.

4.5.1 Section 1. Approved QASP.

4.5.2 Section 2. ACTIVITY LOG. A chronological log of actions taken in the accomplishment of Quality Assurance by the government based on assigned Performance Requirements. The purpose of this log is to provide a brief synopsis of an inspection of Contractor provided services or of a meeting with the contractor regarding performance in a given functional area. Documentation that supports activity log entries may be maintained in the RECORDS section of the Performance assessment folder. Also see Paragraph 6.2 regarding CPARS input.

4.5.3 Section 3. CONTRACT.

4.5.4 Section 4. APPOINTMENT LETTERS. This section shall include the COR's appointment letter and training certificates.

4.5.5 Section 5. RECORDS. A section used for filing all documentation associated with QA (e.g., Performance Assessment Log, correspondence, letters of interpretation from the CO and ACTIVITY LOG support documents).

4.6 Performance Complaints. When complaints are used as a method of performance assessment, the following should be completed by the COR:

- a. Advise the person(s) initiating the complaint of the type of service(s) that are to be provided by the Contractor per the contract.
- b. Gather all customer feedback.
- c. Conduct an investigation to determine the validity of any negative comments received. If the negative comment is not valid, inform the initiator(s) of the reason(s) why and carry on further correspondence if necessary. For valid negative comments, the COR will notify the Contractor to allow the opportunity for investigation and comment and/or rectification. The COR will determine appropriate documentation that may include annotations in the Activity Log, the Performance Assessment Log and/or other pertinent documentation included in the Records Section of the Performance Assessment Folder.
- d. Notify the initiator(s) of the corrective action taken by the contractor, if applicable.
- e. Conduct a trend analysis of validated negative comments if appropriate.

5. PERFORMANCE ASSESSMENT DOCUMENTATION

5.2 Performance Assessment Log. The COR shall document performance assessment monthly. The Performance Assessment Log is an official government record of inspections of the performance objectives and other inspection items contained in this QASP.

5.2.1 The Performance Assessment Log can be created locally. An example is attached. It shall contain the following items as a minimum:

5.2.1.1 Performance Objectives. From the Performance Requirements Summary in Section E of the Contract.

5.2.1.2 Performance Standards. From the Performance Requirements Summary in Section E of the Contract.

5.2.1.3 Method of Performance Assessment. If inspections were conducted in accordance with the QASP, enter "IAW QASP." If the inspection method deviated from the procedures of the QASP, indicate what methods were used.

5.2.1.4 Date Accomplished. Enter date accomplished to verify and track that the performance assessment was performed within a particular timeframe.

5.2.1.5 Comments. Provide qualitative comments on the performance of the contractor for the specified period of performance based on the established performance standards. Comments shall be of enough sufficiency so as to provide meaningful and constructive feedback to the contractor, and shall, if appropriate, identify any incentives or disincentives that should be applied and the associated rationale.

5.2.2 Completed Performance Assessment Logs will be maintained in the performance assessment folder until such time as they are requested by the Contracting Officer. At the completion of the contract, the COR will contact the Contracting Officer for disposition instructions of the performance assessment records.

6. PERFORMANCE REPORTING REQUIREMENTS

6.1 COR Feedback to the Contractor. The COR shall report detailed results of performance assessments to the Contractor on a monthly basis. Documentation of the feedback session, if any, shall be filed in the Records section of the Performance Assessment Folder.

6.2 Contractor Performance Assessment Reporting System (CPARS) Items that are surveyed IAW this QASP may and should also be used as input to the CPARS. The COR should keep in mind that details of the inspections from the activity log can be used for this purpose. The inclusion of more detailed documentation of inspection results would be very helpful to the development of the CPARS. CPARS reporting shall be accomplished at the end of each contract period of performance. Interim reporting may be considered by the Contracting Officer due to exceptionally good or exceptionally poor performance, or at the request of the contractor.

Task Performance Objectives	Performance Standard	Method Of Assessment	Date Accomplished	Comments
<p>PRS #1 The contractor, in a timely fashion, shall consistently provide, as the specific requirement demands, professional personnel with appropriate security clearances to support the M&S CO in its mission</p>	<p>Properly "cleared," skilled and motivated support personnel report to work within 21 days of need or vacancy being identified.</p>	<p>Interview clients</p>	<p>Every 90 days</p>	<p>Documentation collected for future CPARS evaluation.</p>
<p>PRS #2 The contractor attracts and maintains a stable workforce that effectively supports the M7S CO mission requirements.</p>	<p>Minimal turbulence and turnover in the workforce, that promotes a stable work environment with reduced task repetition and learning curves.</p>	<p>Interview clients</p>	<p>Every 90 days</p>	<p>Documentation collected for future CPARS evaluation.</p>
<p>PRS #3 The contractor's workforce consistently generates work product of high quality.</p>	<p>All deliverables and written products including but not limited to Position Papers, White Papers, Briefings, meeting summaries and issue papers, reflect thorough research in and knowledge of the topic at hand; articulate clear conclusions and/or recommendations, as appropriate; are written and formatted as directed; reflect Government guidance on the draft(s); and are comprehensive, coherent, accurate, and timely.</p> <p>Professional advice and assistance is rendered pro-actively; is thorough and well thought out; and is rational, executable and supportable.</p>	<p>Interview clients</p>	<p>Every 90 days</p>	<p>Documentation collected for future CPARS evaluation.</p>
<p>PRS #4 The contractor provides a monthly report summarizing the accomplishments and activities during the prior month.</p>	<p>Monthly Status Reports accurately reflect the results of product reviews, formal product inspections, summaries of alternating weekly status review meetings and schedule adherence metrics; and are comprehensive and timely.</p>	<p>Review reports</p>	<p>Monthly</p>	<p>Documentation collected for future CPARS evaluation.</p>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mission Support Services FFP The Contractor shall perform the requirements delineated in the attached PWS. SIGNAL CODE: A		Months		\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding CLIN 0001 FFP Funding CLIN 0001 SIGNAL CODE: A				\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Materials and Travel FFP The Contractor shall perform the requirements delineated in the attached PWS. SIGNAL CODE: A	1	Dollars, U.S.		\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Funding CLIN 0002 FFP Funding CLIN 0002 SIGNAL CODE: A				\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Mission Support Services FFP The Contractor shall perform the requirements delineated in the attached PWS. SIGNAL CODE: A		Months		\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100101 OPTION	Funding CLIN 1001 FFP Funding CLIN 1001 SIGNAL CODE: A				\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Dollars, U.S.		\$0.00

OPTION Materials and Travel
FFP
The Contractor shall perform the requirements delineated in the attached PWS.
SIGNAL CODE: A

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

OPTION Funding CLIN 1002
FFP
Funding CLIN 1002
SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Months		\$0.00

OPTION Mission Support Services
FFP
The Contractor shall perform the requirements delineated in the attached PWS.
SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200101	Funding CLIN 2001				\$0.00
OPTION	FFP				
	Funding CLIN 2001				
	SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Materials and Travel		Dollars,		\$0.00
OPTION	FFP		U.S.		
	The Contractor shall perform the requirements delineated in the attached PWS.				
	SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200201	Funding CLIN 2002				\$0.00
OPTION	FFP				
	Funding CLIN 2002				
	SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001			Months		\$0.00
OPTION	Mission Support Services FFP The Contractor shall perform the requirements delineated in the attached PWS. SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300101					\$0.00
OPTION	Funding CLIN 3001 FFP Funding CLIN 3001 SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002			Dollars, U.S.		\$0.00
OPTION	Materials and Travel FFP The Contractor shall perform the requirements delineated in the attached PWS. SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300201					\$0.00
OPTION	Funding CLIN 3002 FFP Funding CLIN 3002 SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001			Months		\$0.00
OPTION	Mission Support Services FFP The Contractor shall perform the requirements delineated in the attached PWS. SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400101					\$0.00
OPTION	Funding CLIN 4001 FFP Funding CLIN 4001 SIGNAL CODE: A				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002			Dollars, U.S.		\$0.00

OPTION Materials and Travel
 FFP
 The Contractor shall perform the requirements delineated in the attached PWS.
 SIGNAL CODE: A

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400201					\$0.00

OPTION Funding CLIN 4002
 FFP
 Funding CLIN 4002
 SIGNAL CODE: A

NET AMT	\$0.00
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CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
\$0.00	\$0.00	TBD	\$100,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
All CLINS	\$0.00	\$0.00	TBD	\$100,000,000.00

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
000101	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
000201	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
100101	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
100201	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
200101	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
200201	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
300101	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
300201	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
400101	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
400201	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-FEB-2009 TO 31-JAN-2010	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287
000101	POP 01-FEB-2009 TO 31-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
0002	POP 01-FEB-2009 TO 31-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
000201	POP 01-FEB-2009 TO 31-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
1001	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
100101	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287

1002	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
100201	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2001	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
200101	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2002	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
200201	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
3001	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
300101	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
3002	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
300201	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
4001	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
400101	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
4002	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
400201	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287

CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
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 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.237-3	Continuity Of Services	JAN 1991

CLAUSES INCORPORATED BY FULL TEXT**CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2007)**

The COR, (COL Michael Sanders, OSD-ATL (703) 681-6607) is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

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

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

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

COR authority IS NOT delegable.

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

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

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>

within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at <http://wawf.eb.mil>.

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

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

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

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

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **HQ0338**

"Service Acceptor/Extension" or "Ship to/ Extension" field enter **HQ0034 OSDTMS**

"Inspect By DoDAAC/ EXT" fields **HQ0287**

"LPO DoDAAC/ EXT" fields - Leave blank

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

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

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

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

- Unit Price

- Unit of Measure

Shipment numbers must be formatted as follows:

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

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

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

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

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

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address (b)(6) kim.fernandez@whs.mil, and (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-RA system.

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

OCI

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.

SB PARTICIPATION/REPORTING

Socio-Economic Program Business Participation/Reporting

The Government wishes to cultivate socio-economic business sources in support of OUSD AT&L requirements. To that end, the Government intends to actively monitor each BPA holder's efforts to include socio-economic program participation under all awarded Task Orders. For purposes of BPA evaluations, the offeror shall provide historical data pertaining to the DoD's socio-economic goals. Specifically, the offeror shall illustrate its previous use of socio-economic program businesses in the form of subcontractor or teaming arrangements under previous acquisitions with a federal agency or private industry. For purposes of Task Order 0001 evaluations, the offeror shall provide its plan for utilization of socio-economic program businesses in the performance of Task Order 0001.

For Task Order 0001 and all subsequent Task Orders awarded against the multiple BPAs, and 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 objectively reviewed against WHS Subcontracting Goals set forth below; and the Contractors demonstrated commitment to supporting the Governments goal of cultivating small business sources in support of OUSD AT&L will also be evaluated.

WHS 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 under any awarded task orders will be included in any past performance reporting that may be requested against this BPA.

KEY PERSONNEL

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) Senior Data Analyst
- (2) Senior Tools Analyst
- (3) Senior Services Analyst
- (4) Senior Services Policy Analyst (International Programs and Standards)
- (5) Lead Coordinator
- (6) Secretariat Analyst

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel 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 ninety (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.

NONDISCLOSURE

In the course of performance pursuant to this contract, the contractor will access nonpublic information, including Planning, Programming, Budgeting and Execution (PPBE) information. Contractor agrees that it will not use or disclose any such information unless authorized by the COR/CO. Contractor further agrees that it will use its best efforts to ensure that its employees and others performing services under this contract will not use or disclose any such information unless authorized by the COR/CO. To that end, Contractor agrees that each of its employees and other performing duties under this bridge contract will sign the Certificate of Nondisclosure set forth below.

**Nondisclosure Agreement
For Contract HQ0034-09-A-3010**

My duties include work assignments and responsibilities in which I may acquire personal knowledge of or access to information concerning the development of recommendations relating to the M&S CO Mission Support Services in support of Contract HQ0034-09-A-3010. I understand and agree that it is my duty and obligation to comply with the provisions of this Agreement respecting such information and that my violation of this Agreement may result in disciplinary action, including termination from my position.

1. I understand that the development of any information, written or oral, pursuant to this study is an official and sensitive deliberative process. "Written" information includes all electronic and hard copy forms of communication to or from the DoD whether public, official, non-official, confidential, privileged, sensitive or classified. I further understand that the development of such information is not limited to final document or products, but also, includes all draft and feeder documents, briefings and notes, as well as any other related oral or written communication.

2. The general public and all levels of government have a right to expect and trust that the process will be conducted objectively and impartially. Any unauthorized disclosure of information undermines that expectation and trust and therefore, is prohibited. Unauthorized disclosures may also constitute a violation of law, and a violation of Department of Defense (or other agency) directives, regulations, policies or guidance. I hereby promise not to disclose any study related information, except as specifically authorized.

3. I further understand that any document or any other written communication whether draft or final, is the official property and record of the DoD and shall be retained, disseminated, released, and destroyed in accordance with requirements of law and applicable laws, directives, regulations, instructions, policies or guidance.

4. I understand that the provisions of this Agreement bind me personally until DoD makes public the report, as may be amended, even if I am reassigned to other duties or stations, retire, or otherwise cease employment or any contract, agency, or other relationship or association with "contractor firm"..

Signature

Date

ADR
ALTERNATE DISPUTE RESOLUTION

The parties to this contract agree that swift, inexpensive and amicable resolution of disagreements is in our mutual interest. The parties further agree that Alternate Disputes Resolution (ADR) can contribute significantly to the shared goal of resolving disagreements swiftly and efficiently. Therefore, the parties agree to the non-binding use of ADR in an effort to seek final disposition of disagreements within the timeframes set forth below:

<u>Resolution Amount in Controversy</u>	<u>Period after Receipt of Written Notice</u>
\$250K or less	Not to exceed 60 days
\$250,001K-\$1M	Not to exceed 90 days
Over \$1M	Not to exceed 120 days

The parties agree that one or more of the following ADR methods may be utilized; mediation, arbitration, mini-trial, establishment of an Executive Dispute Resolution Committee consisting of principals of the owner and the builder, establishment of a standing Dispute Resolution Board made up of impartial third parties (each party shall elect one member and the third shall be elected by the two party-designated members) at any time during contract performance. The parties further agree that the use of ADR is entirely voluntary and nothing in this provision shall affect the rights of either party under the clause entitled "Disputes," FAR 52.233-1.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
				J	1 3
2. AMENDMENT/MODIFICATION NO. F00001		3. EFFECTIVE DATE 20-Feb-2009	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1201		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. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-4804				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010	
				X 10B. DATED (SEE ITEM 13) 01-Feb-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 offers <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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.243-1 Changes -- Fixed Price					
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: fennello09677 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) KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD TEL: 703-688-1578 EMAIL: kim.fernandez@whs.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Kimberly O. Fernandez</u> (Signature of Contracting Officer)		16C. DATE SIGNED 20-Feb-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to hereby make the following revisions:

A. Revise Section 5.1.3 "Key Personnel", Sub-section entitled "Substitution of Key and Non-Key Personnel", under paragraph (b) of the Task Work Statement to read:

FROM:

(b) During the first year of performance, the Contractor shall make no substitutions of key personnel 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 first year, 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.

TO:

(b) During the first year of performance, the Contractor shall make no substitutions of key personnel 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. **However, the Contractor may request substitutions in writing to the Procurement Contracting Officer (PCO).** 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.

B. Revise KEY PERSONNEL Clause at paragraph (b) to read:

FROM:

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel 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 ninety (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.

TO:

(b) During the first year of performance, the Contractor shall make no substitutions of key personnel 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. However, the Contractor may request substitutions in writing to the Procurement Contracting Officer (PCO). 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.

C. All other terms and conditions remain unchanged.

D. End of modification P00001.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. FO0002	3. EFFECTIVE DATE 01-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) EQOZ ALLEN HAMILTON INC. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-4804			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010	
			X	10B. DATED (SEE ITEM 13) 01-Feb-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.					
<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:</p> <p>(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)					
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 52.217-9 Option to Extend the Term of the Contract					
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: richard10350 The reason for this modification is to: A) Exercise Option year one B) Add FAR clause 52.227-14 Rights in Data-General					
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)		
			KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD TEL: 703-686-2479 EMAIL: kim.fernandez@wrs.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <u>Kimberly D. Fernandez</u> (Signature of Contracting Officer)		04-Jan-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The 'mail invoices to the address shown in block' field has changed from See Item 18 to 1.

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The option status has changed from Option to Option Exercised.

SUBCLIN 100101

The option status has changed from Option to Option Exercised.

CLIN 1002

The option status has changed from Option to Option Exercised.

SUBCLIN 100201

The option status has changed from Option to Option Exercised.

The following have been added by reference:

52.227-14 Rights in Data--General

DEC 2007

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. FO0003		3. EFFECTIVE DATE 06-Jan-2011	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 22209-1801		CODE HQ0034	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOGZ ALLEN HAMILTON INC. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-4804				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010		
				X 10B. DATED (SEE ITEM 13) 01-Feb-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.						
<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:</p> <p>(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)						
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: 52.217-9						
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: johnsant11420 The purpose of this modification is to exercise Option Year 2 in accordance with FAR 17.207.						
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: 703-666-2478		EMAIL: michael.murtha@wbs.mil
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			BY 		06-Jan-2011	
			(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The vendor signature required required has been added.

The number of award copies required has increased by 1 from 1 to 2.

SUPPLIES OR SERVICES AND PRICES

CLIN 2001

The option status has changed from Option to Option Exercised.

SUBCLIN 200101

The option status has changed from Option to Option Exercised.

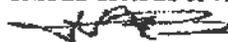
CLIN 2002

The option status has changed from Option to Option Exercised.

SUBCLIN 200201

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. FO0004	3. EFFECTIVE DATE 01-Feb-2012	4. REQUISITION/PURCHASE REQ. NO.		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 & 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. MATT KOETTER 6283 GREENSBORO DR MCLEAN VA 22102-4604			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010	
			X	10B. DATED (SEE ITEM 13) 01-Feb-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.					
<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:</p> <p>(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)					
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 52.217-9 Option to Extend the Term of the Contract					
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: morgam12500 The purpose of this modification is to exercise option year three (CLINs 3001 and 3002) in its entirety.					
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) JONATHAN BECKER / CONTRACTING OFFICER TEL: 703-698-3997 EMAIL: jonathan.becker@wva.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 24-Jan-2012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The option status has changed from Option to Option Exercised.

SUBCLIN 300101

The option status has changed from Option to Option Exercised.

CLIN 3002

The option status has changed from Option to Option Exercised.

SUBCLIN 300201

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
 HQ025790230001000

PAGE 1 OF 10

2. CONTRACT NO.
 HQ0034-09-A-3010

3. AWARD/EFFECTIVE DATE
 01-Feb-2009

4. ORDER NUMBER
 0001

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
 CODE HQ0034
 WHS ACQUISITION & PROCUREMENT OFFICE
 1700 N. MOORE STREET
 SUITE 1425
 ROSSLYN VA 22209-1901

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SB
 HUBZONE SB
 8(A)
 SVC-DISABLED VET-OWNED SB
 EMERGING SB

11. DELIVERY FOR FDB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

TEL:
 FAX:

15. DELIVER TO
 CODE HQ0257
 OSD DEFENSE RESEARCH AND ENGINEERING
 3030 DEFENSE PENTAGON
 WASHINGTON DC 20301-3030

16. ADMINISTERED BY
 CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR
 CODE 17038
 BOOZ ALLEN HAMILTON INC.
 KIMBERLY PARKER
 8283 GREENSBORO DR
 MCLEAN VA 22102-4904

18a. PAYMENT WILL BE MADE BY
 CODE HQ0338
 DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
 P.O. BOX 182264
 COLUMBUS OH 43218-2264

FACILITY CODE

TEL. 703-377-7876

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 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)
\$2,749,438.34

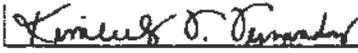
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.
 REF: EPA HQ0034-09-A-3010

29. AWARD OF CONTRACT: REFERENCE
 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
 02-Feb-2009

30b. NAME AND TITLE OF SIGNER
 (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 Kim Fernandez / Contracting Officer/Team Lead
 TEL: 703-586-1576 EMAIL: kim.fernandez@wbs.mil

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

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

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

This order is issued under and pursuant to the provisions of HQ0034-09-A-3010 (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this order, remain in full force and effect.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Funding CLIN 0001 FFP Funding CLIN 0001 PURCHASE REQUEST NUMBER: HQ028790230001000 SIGNAL CODE: A	12	Months	(b)(4)	(b)(4)
				NET AMT	(b)(4)
	ACRN AA				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Materials and Travel FFP The Contractor shall perform the requirements delineated in the attached PWS. PURCHASE REQUEST NUMBER: HQ028790230001000 SIGNAL CODE: A	1	Dollars, U.S.	\$10,000.00	\$10,000.00 NTE
				NET AMT	\$10,000.00
	ACRN AA				\$10,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	(b)(4)	(b)(4)
OPTION	Mission Support Services FFP				
	The contractor shall perform the requirements delineated the attached PWS. SIGNAL CODE: A				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Dollars, U.S.	\$10,000.00	\$10,000.00 NTE
OPTION	Materials and Travel FFP				
	The contractor shall perform the requirements delineated the attached PWS. SIGNAL CODE: A				

NET AMT

\$10,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months	(b)(4)	(b)(4)
OPTION	Mission Support Services FFP				
	The contractor shall perform the requirements delineated the attached PWS. SIGNAL CODE: A				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Dollars, U.S.	\$10,000.00	\$10,000.00 NTE

OPTION Materials and Travel
FFP
The contractor shall perform the requirements delineated the attached PWS.
SIGNAL CODE: A

NET AMT	\$10,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months	(b)(4)	(b)(4)

OPTION Mission Support Services
FFP
The contractor shall perform the requirements delineated the attached PWS.
SIGNAL CODE: A

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Dollars, U.S.	\$10,000.00	\$10,000.00 NTE

OPTION Materials and Travel
FFP
The contractor shall perform the requirements delineated the attached PWS.
SIGNAL CODE: A

NET AMT	\$10,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months	(b)(4)	(b)(4)
OPTION	Mision Support Services FFP				
	The contractor shall perform the requirements delineated the attached PWS. SIGNAL CODE: A				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Dollars, U.S.	\$10,000.00	\$10,000.00 NTE
OPTION	Materials and Travel FFP				
	The contractor shall perform the requirements delineated the attached PWS. SIGNAL CODE: A				

NET AMT

\$10,000.00

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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UTC
0001	POP 01-FEB-2009 TO 31-JAN-2010	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287
0002	POP 01-FEB-2009 TO 31-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
1001	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
1002	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2001	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2002	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
3001	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
3002	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
4001	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
4002	POP 01-FEB-2013 TO 31-JAN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287

ACCOUNTING AND APPROPRIATION DATA

AA: 9790400.1120 P9476 0401 2599 S49447 DWAC90022

AMOUNT: \$2,749,438.34

CIN HQ0287902300010000001: \$2,739,438.34

CIN HQ0287902300010000002: \$10,000.00

CLAUSES INCORPORATED BY FULL TEXT

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

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

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

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

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

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

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

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **HQ0338**

"Service Acceptor/Extension" or "Ship to/ Extension" field enter **HQ0034 OSDTM5**

"Inspect By DoDAAC/ EXT" fields **HQ0287**

"LPO DoDAAC/ EXT" fields - Leave blank

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

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

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

- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

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

- Unit Price
- Unit of Measure

Shipment numbers must be formatted as follows:

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

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

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

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

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

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address, MICHAEL.SANDERS@OSD.MIL, kim.fernandez@whs.mil, and kennette.meneses@whs.mil 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-RA system.

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

OCI

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. 01		3. EFFECTIVE DATE 19-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. HQ028790230001000		5. PROJECT NO. (if applicable)	
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901		CODE HQ0034	7. ADMINISTERED BY (if other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) 8002 ALLEN HAMILTON INC. KIMBERLY PARKER 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-3010-0001		
				X 10B. DATED (SEE ITEM 13) 01-Feb-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 offers <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 Item 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.243-1 Changes -- Fixed Price						
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: fennello09684 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) KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD TEL: 703-688-1576 EMAIL: kim.fernandez@wva.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Kim Fernandez</i> (Signature of Contracting Officer)		16C. DATE SIGNED 20-Feb-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to hereby make the following revisions:

A. Revise Section 5.1.3 "Key Personnel", Sub-section entitled "Substitution of Key and Non-Key Personnel", under paragraph (b) of the Task Work Statement to read:

FROM:

(b) During the first year of performance, the Contractor shall make no substitutions of key personnel 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 first year, 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.

TO:

(b) During the first year of performance, the Contractor shall make no substitutions of key personnel 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. **However, the Contractor may request substitutions in writing to the Procurement Contracting Officer (PCO).** 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.

B. All other terms and conditions remain unchanged.

C. End of modification P00001.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	I. CONTRACT ID CODE J	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 09-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. HQ028790230001000	5. PROJECT NO. (If applicable)
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22069-1901	CODE HQ0034	7. ADMINISTERED BY (If other than item 6) See Item 8	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) 8002 ALLEN HAMILTON INC. KIMBERLY PARKER 3283 GREENSBORO DR MCLEAN VA 22102-4604	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001
	X 10B. DATED (SEE ITEM 13) 01-Feb-2009

CODE 17038	FACILITY CODE	
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, 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

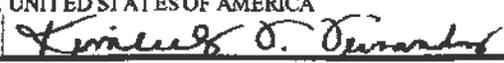
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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 52.243-1 Changes-Fixed Price
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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: **slongaba09747**
See Narrative on Page 2.

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) KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD TEL: 703-686-1576 EMAIL: kim.fernandez@vha.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-Mar-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

NARRATIVE

The purpose of this modification is to add funds for the Base Year and increase the value of the Option Years to reflect a substitution of labor for two non-key personnel.

1. The total value of the Base Year is hereby changed from (b)(4) to (b)(4) an increase of (b)(4). Funds in the amount of (b)(4) are hereby added to reflect the substitution of labor and the Contractor's consideration for the transition month in February 2009.
2. The total value of the task order, including the Base Year and the four Option Years is hereby changed from (b)(4) to (b)(4).
3. All other terms and conditions remain unchanged.

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 0001

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 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 2001

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 3001

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 4001

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)

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 0001:

AA: 9790400.1120 P9476 0401 2599 S49447 DWAC90022 (CIN HQ0287902300010000001) was increased by \$149,976.95 from \$2,739,438.34 to \$2,889,415.29

DELIVERIES AND PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2009 TO 31-JAN-2010	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2009 TO 31-JAN-2010	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				J	1 3	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 27-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)			
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901	CODE HQ0034	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. KIMBERLY PARKER 6283 GREENSBORO DR MCLEAN VA 22102-4804				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001	
				X	10B. DATED (SEE ITEM 13) 01-Feb-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) 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 52.243-1 Changes-Fixed Price						
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: fennello09870 The purpose of this modification is to hereby accomplish the following: A. Increase the Not-to-Exceed (NTE) ceiling on CLIN 0002 (Materials and Travel) from \$10,000.00 to \$110,000.00, an increase of \$100,000.00. B. As a result total funding is increased in the amount of \$100,000.00, From (b)(4) To (b)(4) C. All other terms and conditions remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD TEL: 703-588-1578 EMAIL: kimfernandez@wbs.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-Apr-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201		1	Dollars, U.S.	\$100,000.00	\$100,000.00 NTE
	FUNDING FOR MATERIALS AND TRAVEL CLIN FFP Additional Funding to increase Not-To-Exceed (NTE) for Travel (CLIN 0002). PURCHASE REQUEST NUMBER: HQ028791100001002 SIGNAL CODE: A				

NET AMT \$100,000.00

ACRN AB \$100,000.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$100,000.00 from \$2,899,415.29 to \$2,999,415.29.

SUBCLIN 000201:

Funding on SUBCLIN 000201 is initiated as follows:

ACRN: AB

CIN: OF0331200909420001

Acctng Data: 97 90400.1120 P9476 0401 2523 S49447 DWAC90022

Increase: \$100,000.00

Total: \$100,000.00

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000201:

INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

Destination

Government

Destination

Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 5
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 01-Dec-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1195	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. KIMBERLY PARKER 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-3010-0001	
			X 10B. DATED (SEE ITEM 13) 01-Feb-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) 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) Contract Terms and Conditions - Commercial Items, 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: morganm10188 The purpose of this modification is to: A) Inscope increase to the level of effort under this task order for the base and all option years. B) Addendum one is incorporated into the Performance Work Statement (PWS) of this task order. C) Delete the pricing information from the informational SubCLIN 000201, however the funding on this CLIN does not change. D) Update the DD254.				
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) KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD TEL: 703-896-2479 EMAIL: kim.fernandez@wva.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 02-Dec-2009

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 \$48,173.24 from \$3,099,415.29 to \$3,147,588.53.

SUPPLIES OR SERVICES AND PRICES

CLIN 0001

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 000201

The pricing detail quantity 1.00 has been deleted.
The unit price amount has decreased by \$100,000.00 from \$100,000.00 to \$0.00.
The unit of issue Dollars, U.S. has been deleted.
The total cost of this line item has decreased by \$100,000.00 from \$100,000.00 to UNDEFINED.

CLIN 1001

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 2001

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 3001

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 4001

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 000101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Additional funding for CLIN 0001 FFP				\$0.00

NET AMT \$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 \$148,173.24 from \$2,999,415.29 to \$3,147,588.53.

SUBCLIN 000101:

Funding on SUBCLIN 000101 is initiated as follows:

ACRN: AC

CIN: HQ028793280001000101

Acctng Data: 9790400.1120 P9476 0401 2523 S49447 DWAC90124

Increase: \$148,173.24

Total: \$148,173.24

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2009 TO 31-JAN-2010	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

POP 01-FEB-2009 TO 31-JAN-2010 N/A

OSD DEFENSE RESEARCH AND
ENGINEERING
3030 DEFENSE PENTAGON
WASHINGTON DC 20301-3030
FOB: Destination

HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000101:

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

TABLE OF CONTENTS

The below Table of Contents has been added

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254 Part 1	2	01-DEC-2009
Attachment 2	DD254 Part 2	4	01-DEC-2009

The following have been added by full text:

ADDENDUM ONE

1. Information Management (MOBIS Labor Category: Functional Specialist 1): Act as the "M&S Deliverables Manager" so that the key functions can be accomplished. A full-time, on-site senior data analyst with significant experience in both M&S, and the experience level associated with MOBIS category Functional Specialist 1. Reviews, analyzes, and prioritizes the queue of documents and related information products associated with all projects and tasks performed under historical DMSO deliverables and M&S CO High Level Tasks. Develop storage and disposal recommendation and procedures. Develops naming convention for information as well as supervises the conversion of analog material to digital data. Archive efforts extend to Information products developed since 1996. In parallel, the senior analyst would work with the community coordinators and HLT Leads and COR to ensure that all FY09 and beyond key products are registered, summarized with appropriate meta-data, and made visible to the community. **Experience & Education:** Senior Information Management: minimum level of experience: 10+ years of experience in the technical discipline relevant to the specific task – desired level of experience 15+ years and Masters Degree

Reference b. PWS, following paragraphs apply to this position:

-page 21, (d) Public Relations:

- o Provide support and advice to the M&S CO leadership in the release and publication of M&S CO developed and/or sponsored materials which include providing the leadership with information on what can be released and the process of obtaining release.

2. Information Management Support (MOBIS Labor Category: Analyst): Act as the "M&S Deliverables Manager's Assistant" so the key functions described above are accomplished. A part-time, on-site Information Assistant with entry level experience using computers, scanners and Microsoft Office products. Performs the actual scanning, shipping, archive documents or shred orders and physically produces the digital documents. **Experience & Education:** Minimum of 1 year experience and Bachelors Degree

Reference b. PWS, following paragraphs apply to this position:

-page 21, (d) Public Relations:

- Provide support and advice to the M&S CO leadership in the release and publication of M&S CO developed and/or sponsored materials which include providing the leadership with information on what can be released and the process of obtaining release.

3. Senior Systems Analyst (MOBIS Labor Category: Functional Specialist 1). A full-time, on-site Senior Analyst with significant analysis experience & education, DoD Analytic Agenda familiarity, strong weapons system or operational analysis and senior staff experience (Major Command, Service or Combatant Command Headquarters, or Joint Staff/Office of Secretary of Defense). Senior Analyst would be able to assist and advise the integration of M&S tools, data, and key Systems Analysis questions in support of improved requirements & acquisition processes. Should be familiar with the Military Operations Research Society (MORS) and/or related Ops Research organizations with experience in planning, briefing and coordinating senior-level technical reviews, panels, or similar meetings with diverse participants. A TS/SCI level clearance would be desirable for this staff member. **Experience & Education:** Senior Systems Analyst: minimum level of experience: 10+ years of experience in the technical discipline relevant to the specific task – desired level of experience 15+ years and Masters Degree

Reference b. PWS, following paragraphs apply to this position:

-page 19, (b) Executive Committee Meetings and Support

- Plan, coordinate and document proceedings of executive-level councils, working groups and conferences (e.g. Steering Committee, Integrated Process Team (IPT), IPT Working Groups, etc.). The planning would encompass creating an agenda, having the agenda reviewed and concurred by the M&S CO management, creating a list of invitees, securing a meeting location, ensuring that appropriate audio-visual equipment is available and taking notes of the meeting proceedings.
- Participate in and lead workgroups, conferences, and meetings and coordinate M&S CO's participation. These meetings will include IPT, IPT working group meetings, modeling and simulations (M&S) workshops and conferences. Participation in these meetings would require a person with several years of M&S related experience. Experience in leading working groups, conferences and meeting of 10-50 attendees is desired but not mandatory.

-page 20, (c) Policy Development/Interpretation Support:

- Conduct review and coordinate processes for new and existing policy developed external to M&S CO.
- Produce briefings, reports and executive-level correspondence for the M&S CO Director, the Director of Defense Research and Engineering (DDR&E), and the Under Secretary of Defense for Acquisition, Technology and Logistics (USD (AT&L))

-page 21, (e) Research and Analysis: (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, and Senior Services Policy Analyst as identified in paragraph 5.1.3):

- Conduct analyses, technical assessments, research and other studies of modeling and simulation and related activities (Senior Tools Analyst, Senior Data Analyst and Senior Services Analyst):

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES
			J	1 10
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 01-Feb-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) 6002 ALLEN HAMILTON INC. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-4504			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001
			X	10B. DATED (SEE ITEM 13) 01-Feb-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.				
<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:</p> <p>(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 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: FAR 52.212-4 Contract Terms and Conditions - Commercial Items - 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: richard110452 The reason for this modification is to: A) Exercise option year one B) Increase the scope by four positions (2 key positions, 2 non-key positions) C) Attach addendum two (2) to the performance work statement D) Deobligate \$50,000.00 from CLIN 0002 and obligate \$50,000.00 onto CLIN 1002				
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) KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD TEL: 703-698-2479 EMAIL: kim.fernandez@wfs.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Kimberly O. Fernandez</u> (Signature of Contracting Officer)	16C. DATE SIGNED 29-Jan-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

ADDENDUM 2

a. **Senior Strategic Programs Analyst:** (MOBIS: Functional Specialist 1). A full-time on-site senior strategic communications specialist with significant & recent experience in both DoD M&S activities as well as understanding the needs and methods of executing a strategic communications and outreach program. This senior member would research, analyze, and prioritize the opportunities and requirements for addressing the needs of the M&S CO leadership and Strategic Programs Associate Director (AD). This function would be fully integrated with the rest of the M&S CO Mission Support Team and would work with the other AD support & community coordinators to help ensure coherence in the outreach programs and messages to be communicated. **Experience & Education:** Significant experience (over 10 years) within the military services and providing communications support at a high organizational level would be desired. A Bachelors degree, collateral clearance, and ability to support necessary travel would be expected. (Include as Key Position)

Reference b. PWS, following paragraphs apply to this position:

-page 19, (b) Executive Committee Meetings and Support

- o Plan, coordinate and document proceedings of executive-level councils, working groups and conferences (e.g. Steering Committee, Integrated Process Team (IPT), IPT Working Groups, etc.). The planning would encompass creating an agenda, having the agenda reviewed and concurred by the M&S CO management, creating a list of invitees, securing a meeting location, ensuring that appropriate audio-visual equipment is available and taking notes of the meeting proceedings.
- o Participate in and lead workgroups, conferences, and meetings and coordinate M&S CO's participation. These meetings will include IPT, IPT working group meetings, modeling and simulations (M&S) workshops and conferences. Participation in these meeting would require a person with several years of M&S related experience. Experience in leading working groups, conferences and meeting of 10-50 attendees is desired but not mandatory.

-page 20, (c) Policy Development/Interpretation Support:

- o Conduct review and coordinate processes for new and existing policy developed external to M&S CO.
- o Produce briefings, reports and executive-level correspondence for the M&S CO Director, the Director of Defense Research and Engineering (DDR&E), and the Under Secretary of Defense for Acquisition, Technology and Logistics (USD (AT&L))

-page 21, (e) Research and Analysis: (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, and Senior Services Policy Analyst as identified in paragraph 5.1.3):

- o Conduct analyses, technical assessments, research and other studies of modeling and simulation and related activities (Senior Tools Analyst, Senior Data Analyst and Senior Services Analyst).

-page 22, Additional skill requirements for all personnel are:

- o Ability to communicate well orally and in writing, particularly in the preparation of technical documents and briefings.
- o Ability to use, with ease, common office software, including word processors, spreadsheets, presentation and project management software (MS word, MS excel, MS PowerPoint and MS project).

- o Ability to serve as an action officer for a project manager (schedule meetings, prepare meeting notes and archival documents, tracking deliverables and expenditures, and keeping active logs of technical contacts not necessarily funded by M&S CO).

b. **Senior Intelligence Analyst:** (MOBIS Functional Specialist 1). A full-time on-site senior analyst with significant intelligence community experience, DoD irregular warfare familiarity, and senior staff experience (Major Command, Service or Combatant Command Headquarters, or Joint Staff/Office of Secretary of Defense). Due to the nature of the work, a TS/SCI level clearance would be highly desirable for this staff member (and would require an updated DD254 for the contract to accommodate this need). This staff member would execute the existing community coordinator responsibilities tailored for the Intelligence Community. **Experience & Education:** Because of the challenges involved in supporting the creation of the Intelligence Community governance structure and the formulation of the first business plan, previous significant experience (over 10 years) and involvement with M&S-related projects, events, and supporting activities and processes in the ISR arena would be highly desirable. A Masters Degree, collateral clearance, and ability to support necessary travel would be expected.

Reference b. PWS, following paragraphs apply to this position:

-page 19, (b) Executive Committee Meetings and Support

- o Plan, coordinate and document proceedings of executive-level councils, working groups and conferences (e.g. Steering Committee, Integrated Process Team (IPT), IPT Working Groups, etc.). The planning would encompass creating an agenda, having the agenda reviewed and concurred by the M&S CO management, creating a list of invitees, securing a meeting location, ensuring that appropriate audio-visual equipment is available and taking notes of the meeting proceedings.
- o Participate in and lead workgroups, conferences, and meetings and coordinate M&S CO's participation. These meetings will include IPT, IPT working group meetings, modeling and simulations (M&S) workshops and conferences. Participation in these meeting would require a person with several years of M&S related experience. Experience in leading working groups, conferences and meeting of 10-50 attendees is desired but not mandatory.

-page 20, (c) Policy Development/Interpretation Support.

- o Provide assistance in the development, interpretation and implementation of M&S CO and DoD policies related to M&S. A working knowledge of the OSD, Joint Staff, Services Headquarters Activity or other DoD Components is desired but not required
- o Conduct review and coordinate processes for new and existing policy developed external to M&S CO
- o Plan and executes M&S CO-sponsored technical meetings and working groups, such as the DoD M&S Steering Committee (M&S SC) and its subordinate M&S Integrated Process Team (M&S IPT)
- o Produce briefings, reports and executive-level correspondence for the M&S CO Director, the Director of Defense Research and Engineering (DDR&E), and the Under Secretary of Defense for Acquisition, Technology and Logistics (USD (AT&L))
- o Assist in the development of DoD Policy recommendations for the management of M&S tools, data, and services
- o Assist in the preparation of Community and Corporate-level M&S Business Plans
- o Support the development of Community and Corporate-level M&S Master Plans.

-page 21, (d) Public Relations:

- o Provide support and advice to the M&S CO leadership in the release and publication of M&S CO developed and/or sponsored materials which include providing the leadership with information on what can be released and the process of obtaining release.

-page 22, Additional skill requirements for all personnel are:

- o Ability to communicate well orally and in writing, particularly in the preparation of technical documents and briefings.

- Ability to use, with ease, common office software, including word processors, spreadsheets, presentation and project management software (MS word, MS excel, MS PowerPoint and MS project).
- Ability to serve as an action officer for a project manager (schedule meetings, prepare meeting notes and archival documents, tracking deliverables and expenditures, and keeping active logs of technical contacts not necessarily funded by M&S CO).

c. Senior Weapon Systems Development Analyst: (MOBIS Functional Specialist 1). A full-time, on-site Weapons System Developmental Analyst with significant systems engineering experience & education, DoD requirements generation and acquisition processes, strong weapons system or operational analysis and senior staff experience (Major Command, Service or Combatant Command Headquarters, or Joint Staff/Office of Secretary of Defense). Senior Analyst would be able to assist and advise by researching and understanding acquisition programs, developing recommendations, and helping implement processes and policies that would help address opportunities, shortfalls, and best practices in the use of M&S capabilities in support of improved acquisition as envisioned by the WSARA 2009, previous Defense Science Boards, and the emerging 2009 M&S Business Plan for the Acquisition Community. Must demonstrate experience in planning, briefing and coordinating senior-level technical reviews, panels, or similar meetings with diverse participants. **Experience & Education:** Senior Systems Analyst: minimum level of experience: 8+ years of experience in the systems engineering and possess a Masters Degree in a relevant field. Collateral clearance would be required, but TS/SCI would be desirable. The ability to support necessary travel would be expected. (Include as Key Position)

Reference b. PWS, following paragraphs apply to this position:

-page 19, (b) Executive Committee Meetings and Support

- Plan, coordinate and document proceedings of executive-level councils, working groups and conferences (e.g. Steering Committee, Integrated Process Team (IPT), IPT Working Groups, etc.). The planning would encompass creating an agenda, having the agenda reviewed and concurred by the M&S CO management, creating a list of invitees, securing a meeting location, ensuring that appropriate audio-visual equipment is available and taking notes of the meeting proceedings.
- Participate in and lead workgroups, conferences, and meetings and coordinate M&S CO's participation. These meetings will include IPT, IPT working group meetings, modeling and simulations (M&S) workshops and conferences. Participation in these meeting would require a person with several years of M&S related experience. Experience in leading working groups, conferences and meeting of 10-50 attendees is desired but not mandatory.
- Support M&S CO in national and international conferences (e.g. NATO Modeling and Simulation Group (NMSG), Interservice/Industry Training Systems and Education Conference (I/ITSEC), etc. Related OSD and/or NATO experience is desired but not mandatory.
- Provide advice to the United States M&S Delegations for participation in international Modeling and Simulation board and groups.
- Coordinate the successful management of day-to-day activities critical to promoting Allied technical issues.
- Provide assistance to Communities enabled by M&S
- Advise Communities, the Joint Staff and Services on M&S issues
- Act as an information conduit between Communities, the Joint Staff and Services and M&S CO management.

-page 21, (d) Public Relations:

- Provide support and advice to the M&S CO leadership in the release and publication of M&S CO developed and/or sponsored materials which include providing the leadership with information on what can be released and the process of obtaining release.

- page 22, (e) Research and Analysis (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, Senior Services Policy Analyst, insert and Senior Weapons Analyst as identified in paragraph 5.1.3):
- Coordinate technical standards related to promoting interoperability with M&S systems in the greater International Community. (Services Policy Analyst, insert Senior Weapons Analyst)
 - Coordinate DoD international activities and the successful management of day-to-day activities critical to promoting Allied technical issues. (Services Policy Analyst, insert Senior Weapons Analyst)
 - Provide advice to the United States M&S Delegations for participation in international M&S boards and groups. (Services Policy Analyst, insert Senior Weapons Analyst)
 - Provide expert advice in the process for the release/transfer of defense related articles, information, technical data, and computer software, including models and simulations to foreign countries. (Services Policy Analyst, insert Senior Weapons Analyst)
 - Assist the M&S CO leadership in obtaining and analyzing data as input into major management decisions involving all relevant technical and application areas (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, insert and Senior Weapons Analyst).
 - Conduct analyses, technical assessments, research and other studies of modeling and simulation and related activities (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, insert and Senior Weapons Analyst).
 - Provide technology assessments, plan development and workshop support to M&S.
 - Support M&S CO in the conceptualization, drafting and coordination of M&S business & strategic plans, and documents.
 - Provide expertise in the management of model and simulation software or simulation environments and/or analyzes results produced by M&S. (Senior Tools Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the development, use or transformation of data leading to accurate and effective M&S. (Senior Data Analyst, insert Senior Weapons Analyst)
 - Develop strategies for managing M&S Data in the Net Centric Data Environment. (Senior Data Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the establishment of standards for the discovery and understanding of data and other M&S resources (discovery metadata). (Senior Data Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the establishment of standards for the consistent representation of data so that it can be interchanged among M&S applications and with operational systems (structural metadata). (Senior Data Analyst, insert Senior Weapons Analyst)
 - Develop or coordinates a variety of technical standards related to M&S standards (e.g. HLA, SEDRIS, XML, IPV6). (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, and Senior Service Policy Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the development or coordination of educational products or services across a wide array of M&S related disciplines such as computer science, mathematics, engineering, etc. (Senior Services Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the development or coordination of Verification, Validation and Accreditation policies related to M&S. (Senior Services Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the uses or development tools that lead to accurate and effective models and simulation. (Senior Tools Analyst, insert Senior Weapons Analyst)
 - Define and foster sound practices for efficient development and evolution of credible M&S tools in the Net Centric Environment. (Senior Tools Analyst, insert Senior Weapons Analyst)
 - Participate in the development of DoD M&S policy related to M&S (Senior Services Analyst, Senior Policy Analyst, insert and Senior Weapons Analyst)

- Investigate or identify business, scientific, technology, engineering, operational, professional and/or policy issues related to M&S. (Senior Data Analyst, Senior Tools Analyst, Senior Services Analyst, insert and Senior Weapons Analyst)
- page 22, Additional skill requirements for all personnel are:
- Ability to communicate well orally and in writing, particularly in the preparation of technical documents and briefings.
 - Ability to use, with ease, common office software, including word processors, spreadsheets, presentation and project management software (MS word, MS excel, MS PowerPoint and MS project).
 - Ability to serve as an action officer for a project manager (schedule meetings, prepare meeting notes and archival documents, tracking deliverables and expenditures, and keeping active logs of technical contacts not necessarily funded by M&S CO).

d. Weapons Systems Analyst (MOBIS Functional Specialist). A full-time, on-site weapons systems analyst with the ability to understand the DoD Requirements Generation and Acquisition processes and advance the application of M&S in this arena. Experienced in researching and understanding acquisition programs, developing recommendations, and helping implement processes and policies that would help address opportunities, shortfalls, and best practices in the use of M&S capabilities in support of improved acquisition as envisioned by the WSARA 2009, previous Defense Science Boards, and the emerging 2009 M&S Business Plan for the Acquisition Community. **Experience & Education:** Weapons System Analyst: (Minimum of 6 years experience and Bachelors Degree). Collateral clearance would be required, but TS/SCI would be desirable. The ability to support necessary travel would be expected.

Reference b. FWS, following paragraphs apply to this position:

- page 19, (b) Executive Committee Meetings and Support
- Plan, coordinate and document proceedings of executive-level councils, working groups and conferences (e.g. Steering Committee, Integrated Process Team (IPT), IPT Working Groups, etc.). The planning would encompass creating an agenda, having the agenda reviewed and concurred by the M&S CO management, creating a list of invitees, securing a meeting location, ensuring that appropriate audio-visual equipment is available and taking notes of the meeting proceedings.
 - Participate in and lead workgroups, conferences, and meetings and coordinate M&S CO's participation. These meetings will include IPT, IPT working group meetings, modeling and simulations (M&S) workshops and conferences. Participation in these meeting would require a person with several years of M&S related experience. Experience in leading working groups, conferences and meeting of 10-50 attendees is desired but not mandatory.
 - Support M&S CO in national and international conferences (e.g. NATO Modeling and Simulation Group (NMSG), Interservice/Industry Training Systems and Education Conference (I/ITSEC), etc. Related OSD and/or NATO experience is desired but not mandatory.
 - Provide advice to the United States M&S Delegations for participation in international Modeling and Simulation board and groups.
 - Coordinate the successful management of day-to-day activities critical to promoting Allied technical issues.
 - Provide assistance to Communities enabled by M&S
 - Advise Communities, the Joint Staff and Services on M&S issues
 - Act as an information conduit between Communities, the Joint Staff and Services and M&S CO management.
- page 21, (d) Public Relations:
- Provide support and advice to the M&S CO leadership in the release and publication of M&S CO developed and/or sponsored materials which include providing the

leadership with information on what can be released and the process of obtaining release.

- page 22, (e) Research and Analysis (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, Senior Services Policy Analyst, insert and Senior Weapons Analyst as identified in paragraph 5.1.3):
- Coordinate technical standards related to promoting interoperability with M&S systems in the greater International Community. (Services Policy Analyst, insert Senior Weapons Analyst)
 - Coordinate DoD international activities and the successful management of day-to-day activities critical to promoting Allied technical issues. (Services Policy Analyst, insert Senior Weapons Analyst)
 - Provide advice to the United States M&S Delegations for participation in international M&S boards and groups. (Services Policy Analyst, insert Senior Weapons Analyst)
 - Provide expert advice in the process for the release/transfer of defense related articles, information, technical data, and computer software, including models and simulations to foreign countries. (Services Policy Analyst, insert Senior Weapons Analyst)
 - Assist the M&S CO leadership in obtaining and analyzing data as input into major management decisions involving all relevant technical and application areas (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, insert and Senior Weapons Analyst).
 - Conduct analyses, technical assessments, research and other studies of modeling and simulation and related activities (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, insert and Senior Weapons Analyst):
 - Provide technology assessments, plan development and workshop support to M&S.
 - Support M&S CO in the conceptualization, drafting and coordination of M&S business & strategic plans, and documents.
 - Provide expertise in the management of model and simulation software or simulation environments and/or analyzes results produced by M&S. (Senior Tools Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the development, use or transformation of data leading to accurate and effective M&S. (Senior Data Analyst, insert Senior Weapons Analyst)
 - Develop strategies for managing M&S Data in the Net Centric Data Environment. (Senior Data Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the establishment of standards for the discovery and understanding of data and other M&S resources (discovery metadata). (Senior Data Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the establishment of standards for the consistent representation of data so that it can be interchanged among M&S applications and with operational systems (structural metadata). (Senior Data Analyst, insert Senior Weapons Analyst)
 - Develop or coordinates a variety of technical standards related to M&S standards (e.g. HLA, SEDRIS, XML, IPV6). (Senior Tools Analyst, Senior Data Analyst, Senior Services Analyst, Senior Service Policy Analyst, insert and Senior Weapons Analyst)
 - Provide expertise in the development or coordination of educational products or services across a wide array of M&S related disciplines such as computer science, mathematics, engineering, etc. (Senior Services Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the development or coordination of Verification, Validation and Accreditation policies related to M&S. (Senior Services Analyst, insert Senior Weapons Analyst)
 - Provide expertise in the uses or development tools that lead to accurate and effective models and simulation. (Senior Tools Analyst, insert Senior Weapons Analyst)
 - Define and foster sound practices for efficient development and evolution of credible M&S tools in the Net Centric Environment. (Senior Tools Analyst, insert Senior Weapons Analyst)

- o Participate in the development of DoD M&S policy related to M&S (Senior Services Analyst /Senior Policy Analyst)
 - o Investigate or identify business, scientific, technology, engineering, operational, professional and/or policy issues related to M&S. (Senior Data Analyst, Senior Tools Analyst, Senior Services Analyst, insert and Senior Weapons Analyst)
- page 22, Additional skill requirements for all personnel are:
- o Ability to communicate well orally and in writing, particularly in the preparation of technical documents and briefings.
 - o Ability to use, with ease, common office software, including word processors, spreadsheets, presentation and project management software (MS word, MS excel, MS PowerPoint and MS project).
 - o Ability to serve as an action officer for a project manager (schedule meetings, prepare meeting notes and archival documents, tracking deliverables and expenditures, and keeping active logs of technical contacts not necessarily funded by M&S CO).

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,084,029.97 from \$3,147,588.53 to \$8,231,618.50.
 The 'mail invoices to the address shown in hlock' field has changed from See Item 18 to 1.

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The CLIN extended description has changed from The contractor shall perform the requirements delineated the attached PWS. to The contractor shall perform the requirements delineated in the attached PWS..
 The unit price amount has increased 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 increased by (b)(4) from (b)(4) to (b)(4)

CLIN 1002

The CLIN extended description has changed from The contractor shall perform the requirements delineated the attached PWS. to The contractor shall perform the requirements delineated in the attached PWS..
 The unit price amount has increased 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 increased by (b)(4) from (b)(4) to (b)(4)

CLIN 2001

The CLIN extended description has changed from The contractor shall perform the requirements delineated the attached PWS. to The contractor shall perform the requirements delineated in the attached PWS..
 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 2002

The CLIN extended description has changed from The contractor shall perform the requirements delineated the attached PWS. to The contractor shall perform the requirements delineated in the attached PWS..

CLIN 3001

The CLIN extended description has changed from The contractor shall perform the requirements delineated the attached PWS. to The contractor shall perform the requirements delineated in the attached PWS..

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 3002

The CLIN extended description has changed from The contractor shall perform the requirements delineated the attached PWS. to The contractor shall perform the requirements delineated in the attached PWS..

CLIN 4001

The CLIN extended description has changed from The contractor shall perform the requirements delineated the attached PWS. to The contractor shall perform the requirements delineated in the attached PWS..

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 4002

The CLIN extended description has changed from The contractor shall perform the requirements delineated the attached PWS. to The contractor shall perform the requirements delineated in the attached PWS..

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,034,029.97 from \$3,147,588.53 to \$8,181,618.50.

SUBCLIN 000201:

AB: 97 90400.1120 P9476 0401 2523 S49447 DWAC90022 (CIN OF0331200909420001) was decreased by \$50,000.00 from \$100,000.00 to \$50,000.00

CLIN 1001:

AD: 9700400.1120 P0476 0401 2523 S49447 (CIN HQ0287002800011001) was increased by \$5,034,029.97 from \$0.00 to \$5,034,029.97

The contract ACRN AD has been added.
 The CIN HQ0287002800011001 has been added.

CLIN 1002:

AB: 97 90400.1120 P9476 0401 2523 S49447 DWAC90022 (CIN OF0331200909420001) was increased by \$50,000.00 from \$0.00 to \$50,000.00

The contract ACRN AB has been added.

The CIN OF0331200909420001 has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 08-Jun-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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 22089-1801		CODE HQ0034
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-4801			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001	
			X 10B. DATED (SEE ITEM 13) 01-Feb-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.				
<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:</p> <p>(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 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: morgarm101075 The purpose of this modification is to correct the line of accounting on CLIN 1001. As a result CLIN 1001 has been zeroed out and SUBCLIN 100101 was added with the corrected funding line. The total value of the contract and the total funded amount of the contract remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD TEL: 703-696-2479 EMAIL: Km.fernandez@wva.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Kimberly O. Fernandez</i> (Signature of Contracting Officer)	16C. DATE SIGNED 08-Jun-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 100101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100101	Funding for CLIN 1001 FFP				\$0.00
				NET AMT	\$0.00
ACRN AE					(b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

CLIN 1001:

AD: 9700400.1120 P0476 0401 2523 S49447 (CIN HQ0287002800011001) was decreased by \$5,034,029.97 from \$5,034,029.97 to \$0.00

SUBCLIN 100101:

Funding on SUBCLIN 100101 is initiated as follows:

ACRN: AE

CIN: HQ028700280001

Acctng Data: 9700400.1120 P0476 0401 2523 S49447 DWAC00021

Increase: \$5,034,029.97

Total: \$5,034,029.97

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 100101:

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 27-Aug-2010	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 & 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. KIMBERLY PARKER 6283 GREENSBORO DR MCLEAN VA 22102-4804			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001		
			X 10B. DATED (SEE ITEM 13) 01-Feb-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.					
<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:</p> <p>(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 CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 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: mrganm101220 The purpose of this modification is to increase CLIN 1002 Other Direct Costs (ODCs) from a total of \$50,000.00 to a total of \$135,000.00. Funding in the amount of \$12,000.00 will be transferred from CLIN 0002 to CLIN 1002. Additional funding in the amount of \$73,000.00 will be added as SUBCLIN 100201.					
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)		
			KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD TEL: 703-898-2479 EMAIL: km.fernandez@wba.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY <i>Kimberly D. Fernandez</i>		27-Aug-2010	
		(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 1002

The unit price amount has increased by \$85,000.00 from \$50,000.00 to \$135,000.00.

The total cost of this line item has increased by \$85,000.00 from \$50,000.00 to \$135,000.00.

SUBCLIN 100201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100201	Funding for CLIN 1002 FFP PURCHASE REQUEST NUMBER: HQ028702370001			\$0.00	\$0.00

NET AMT

\$0.00

ACRN AF

(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 \$73,000.00 from \$8,181,618.50 to \$8,254,618.50.

SUBCLIN 000201:

AB: 97 90400.1120 P9476 0401 2523 S49447 DWAC90022 (CIN OF0331200909420001) was decreased by \$12,000.00 from \$50,000.00 to \$38,000.00

CLIN 1002:

AB: 97 90400.1120 P9476 0401 2523 S49447 DWAC90022 (CIN OF0331200909420001) was increased by \$12,000.00 from \$50,000.00 to \$62,000.00

SUBCLIN 100201:

Funding on SUBCLIN 100201 is initiated as follows:

ACRN: AF

CIN: HQ028702370001000100201

Acctng Data: 9700400.1120 P0476 0401 2523 S49447 DWAC00141

Increase: \$73,000.00

Total: \$73,000.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 2001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2011 TO 31-JAN-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

To:

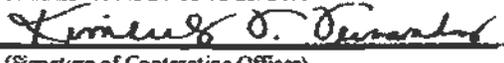
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2011 TO 31-JAN-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

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

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES
			J	1 5
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 01-Oct-2010	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 & PROCUREMENT OFFICE 1700 N. MOORE STREET SUITE 1425 ROSSLYN VA 22089-1901		CODE HQ0034
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOGZ ALLEN HAMILTON INC. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-4804			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001
			X	10B. DATED (SEE ITEM 13) 01-Feb-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.				
<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:</p> <p>(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 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: 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: morgann101482 The purpose of this modification is to increase the scope by one position. The first option year will be increased for the remaining four months of performance (CLINs 100102 and 100103 were added to provide the additional funds). While option years two, three, and four will be increased for the full twelve month period of performance for each option year. Addendum three is attached to the Performance Work Statement.				
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) KIM FERNANDEZ / CONTRACTING OFFICER/TEAM LEAD TEL: 703-698-2479 EMAIL: kim.fernandez@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 24-Sep-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

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 2001

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 3001

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 4001

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 100102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100102	Funding for CLIN 1001 FFP				\$0.00
NET AMT					\$0.00
ACRN AG					\$86,808.67

SUBCLIN 100103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100103	Funding for CLIN 1001 FFP				\$0.00

NET AMT

\$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 \$135,707.64 from \$8,254,618.50 to \$8,390,326.14.

SUBCLIN 100102:

Funding on SUBCLIN 100102 is initiated as follows:

ACRN: AG

CIN: HQ028702520001000100102

Acctng Data: 9700400.1120 P0476 0401 2523 S49447 DWAC00146

Increase: \$86,808.67

Total: \$86,808.67

SUBCLIN 100103:

Funding on SUBCLIN 100103 is initiated as follows:

ACRN: AG

CIN: HQ028702520001001100103

Acctng Data: 9700400.1120 P0476 0401 2523 S49447 DWAC00146

Increase: \$48,898.97

Total: \$48,898.97

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 100102:

INSPECT AT
 Destination

INSPECT BY
 Government

ACCEPT AT
 Destination

ACCEPT BY
 Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 100103:

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

The following have been added by full text:

ADDENDUM THREE

Senior Analyst: (MOBIS: Functional Specialist). A full-time on government-site senior analyst to support management and leadership services to provide coordination of daily logistics, scheduling, and planning activities, correspondence to outside organizations, coordinate CONUS/OCONUS travel for Government and non-Government personnel in accordance with the Joint Travel Regulations, facilitate communications with other DDR&E offices, provide database development and maintenance, business and other general administrative and professional office support, and research tasks as required. The Contractor shall:

- produce, edit and manage the communications strategy for the Front Office;
- coordinate efforts between and among the various DDR&E groups/ offices to accomplish or facilitate assigned tasks;
- monitor progress and maintain appropriate records assist in drafting strategic and technical plans and conducting research and risk analysis/ assessment;
- perform research and information and reference gathering on assigned topics to include information found in the public domain such as on the internet, in technical journals and professional printed material, as well as in DoD instructions and Regulations, General Accounting Office (GAO) findings, statutory requirements, human resource files, agency information systems, files and other information held by DDR&E technical and administrative offices, and legal case files;
- analyze both DDR&E generated and external obtained information regarding DDR&E's rights and permission to use or quote information in a public venue or release to persons or agencies external to DDR&E; and
- advise DDR&E staff regarding the policies that govern the release and or the use of information including the determination if information may be released outside the DoD and/or DDR&E in accordance with governing statutes, policies, and directives for the public release, use, and export-control of information.

Experience & Education: To effectively accomplish the required tasks, the Contractor must be flexible, understand DDR&E business operations, organization information management systems and the program support requirements, and have excellent communication skills. Contractor will be required to have a minimum of a Secret security clearance. Contractor must have a Bachelor's Degree with over 5 years of relevant work experience; a Master's Degree is preferred.

Reference b. PWS, following paragraphs apply to this position:

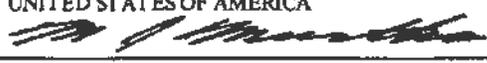
- page 19, (b) Executive Committee Meetings and Support
 - o Plan, coordinate and document proceedings of executive-level councils, working groups and conferences. The planning would encompass creating an agenda, having

- the agenda reviewed and concurred by management, creating a list of invitees, securing a meeting location, ensuring that appropriate audio-visual equipment is available and taking notes of the meeting proceedings.
- o Participate in and lead workgroups, conferences, and meetings and coordinate participation. Participation in these meeting would require a person with several years of related experience. Experience in leading working groups, conferences and meeting of 10-50 attendees is desired but not mandatory.
- page 20, (c) Policy Development/Interpretation Support:
- o Conduct review and coordinate processes for new and existing policy developed external to M&S CO.
 - o Produce briefings, reports and executive-level correspondence for the Director of Defense Research and Engineering (DDR&E), and the Under Secretary of Defense for Acquisition, Technology and Logistics (USD (AT&L))
- page 21, (e) Research and Analysis:
- o Conduct analyses, technical assessments, research and other studies of related activities -page 22, Additional skill requirements for all personnel are:
 - o Ability to communicate well orally and in writing, particularly in the preparation of technical documents and briefings.
 - o Ability to use, with ease, common office software, including word processors, spreadsheets, presentation and project management software (MS word, MS excel, MS PowerPoint)

FUNCTIONAL SPECIALIST Description: Possesses knowledge in designated field or discipline. Supports assessments of organization's challenges using specializes skills and knowledge. Contributes to the execution of project or task plan and helps assess the impact of industry trends, policy or standard methodologies. Conduct activities in support of the project team's objectives. Works closed with senior Specialists or Task Leads.

Experience & Education: Minimum of 8 years experience and Bachelors Degree

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1 3	
2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 31-Jan-2011	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) See Item 6		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. NUMBERLY PARKER 5223 GREENSBORO DR MCLEAN VA 22102-4804				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001	
				X	10B. DATED (SEE ITEM 13) 01-Feb-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) 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) See Below.						
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: foxj11547 The purpose of this modification is to: 1. Exercise Option Year Two. This change is in accordance with FAR 52.217-9 Option to Extend the Term of the Contract. 2. Increase the Not-to-Exceed (NTE) ceiling on CLIN 2002 for Materials and Travel by \$90,000.00 from \$10,000.00 to \$100,000.00. This change is in accordance with FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items - Changes. 3. Deobligate \$62,000.00 from CLIN 0002. This change is in accordance with FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items - 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: 703-698-2478 EMAIL: michael.murtha@hhs.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 31-Jan-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 \$5,592,872.37 from \$8,452,326.14 to \$14,045,198.51.

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 2001

The option status has changed from Option to Option Exercised.

CLIN 2002

The unit price amount has increased 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 increased by (b)(4) from (b)(4) to (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 \$5,654,872.37 from \$8,390,326.14 to \$14,045,198.51.

CLIN 2001:

AJ: 97 11 0400.1120 P1476 0401 251A S49447 DWAC10029 (CIN HQ0287102000010002001) was increased by \$5,554,872.37 from \$0.00 to \$5,554,872.37

The contract ACRN AJ has been added.
 The CIN HQ0287102000010002001 has been added.

CLIN 2002:

AJ: 97 11 0400.1120 P1476 0401 251A S49447 DWAC10029 (CIN HQ0287102000010002002) was increased by \$100,000.00 from \$0.00 to \$100,000.00

The contract ACRN AJ has been added.
 The CIN HQ0287102000010002002 has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 2002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2011 TO 31-JAN-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2011 TO 31-JAN-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 28-Feb-2011	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. KIMBERLY PARKER 6283 GREENSBORO DR MCLEAN VA 22102-4604			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001	
			X	10B. DATED (SEE ITEM 13) 01-Feb-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.					
<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:</p> <p>(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)					
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: foxj11678 The purpose of this modification is to change the Service Acceptor DODAAC from "HQ0034 OSDTMS" to "HQ0287" in the WAWF Invoicing Instructions.					
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: 703-696-2478 EMAIL: michael.murtha@whs.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY 		28-Feb-2011	
		(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

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

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

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

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

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

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

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **HQ0338**

"Service Acceptor/Extension" or "Ship to/ Extension" field enter **HQ0287**

"Inspect By DoDAAC/ EXT" fields - Leave blank

"LPO DoDAAC/ EXT" fields - Leave blank

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

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

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

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

- **Unit Price**
- **Unit of Measure**

Shipment numbers must be formatted as follows:

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

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

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

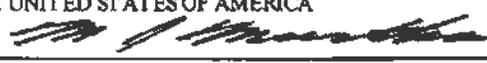
For Supplies, enter 'SUP' followed by the last 4 digits of the invoice number.

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

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address, MICHAEL.SANDERS@OSD.MIL, kim.fernandez@whs.mil, and kennette.meneses@whs.mil 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-RA system.

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES			
			J	1	4		
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 02-May-2011	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) BOG2 ALLEN HAMILTON INC. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-4804			9A. AMENDMENT OF SOLICITATION NO.				
			9B. DATED (SEE ITEM 11)				
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001			
			X	10B. DATED (SEE ITEM 13) 01-Feb-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) See Schedule							
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: FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items - 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: foxj11988 The purpose of this modification is to increase the scope for an Acquisition Community Modeling and Simulation Action Plan. The funding for this task is incorporated under option year two (CLIN 2003). Addendum Four is attached to the Task Work Statement.							
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: 703-686-2478 EMAIL: michael.murtha@wbs.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 06-May-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 \$99,839.84 from \$14,045,198.51 to \$14,145,038.35.

SUPPLIES OR SERVICES AND PRICES

CLIN 2003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Surge Requirement FFP The contractor shall provide an Acquisition Community M&S Action Plan. See Addendum Four to the Task Work Statement.	7	Months	(b)(4)	(b)(4)
				NET AMT	(b)(4)
ACRN AK					

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$99,839.84 from \$14,045,198.51 to \$14,145,038.35.

CLIN 2003:

Funding on CLIN 2003 is initiated as follows:

ACRN: AK

CIN: HQ028711190001000

Acctng Data: 97 11 0400.1120 P1476 0401 251A S49447 DWAC10090

Increase: \$99,839.84

Total: \$99,839.84

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 2003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 02-MAY-2011 TO 30-NOV-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 2003:

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

The following have been added by full text:

ADDENDUM FOUR

**Addendum Four
Ref. Part 5, 5.1.2, (c) Policy Development/Interpretation Support
Acquisition Community M&S Action Plan**

- a. Background:** The contractor shall develop, in conjunction with the OSD/AT&L Deputy Assistant Secretary of Defense, Systems Engineering (DASD(SE)) government lead for Acquisition Community Modeling & Simulation, an Acquisition Community M&S Action Plan (hereafter referred to as Action Plan). The Action Plan is the guiding document for the DoD acquisition community for development activities to further the use of M&S within the System Engineering activities in support of acquisition. The Action Plan shall establish a strategic implementation and business plan for the next five years to provide technical and programmatic guidance for establishing community M&S development, process, and collaboration activities.

The Action Plan will be within the broad technical and policy guidelines established by the OSD/AT&L Modeling & Simulation Coordination Office (M&S CO), on behalf of the DoD M&S Steering Committee (M&S SC). The action plan will receive its primary guidance from DASD(SE) strategic planning documents, acquisition M&S working group chartering documents, and from studies and research conducted during 2009 - 2011 as part of the transformation of previous Acquisition Community M&S, systems engineering, systems analysis, and acquisition processes.

The Action Plan shall be developed in close coordination with M&S CO staff to insure it aligns with Corporate & Cross-Cutting Business Plans, is synchronized with related inter-agency activities, and is coordinated with the other communities, Joint Staff, and Services representing acquisition and systems engineering M&S investments.

- h. Task Description:** The Action Plan shall summarize findings of previous Acquisition M&S studies and findings (such as the Acquisition Modeling and Simulation Master Plan, High Level

Task products, and the recently completed Summer Study), provide an overview of Acquisition M&S governance and processes, and chart a way forward for Acquisition M&S Community management, investment, and coordinating activities.

The developer of the Action Plan should have significant, senior-level experience in the defense acquisition and modeling & simulation communities; should have recent and current experience with acquisition reform efforts (development planning, model based systems engineering, WSARA, etc.); and should be knowledgeable of current acquisition M&S management and technical focus areas. It is expected that this task can be accomplished on a part time basis through full-time, over the period of performance.

The contractor shall contact, on behalf of the Acquisition M&S IPT lead, high-level staff (SES/general/flag officers, senior civilian/military, senior industry and academic managers and technical support staffs) to collect lessons learned, suggested developments, corrective actions taken, etc. The contractor shall coordinate recommendations and assist in acceptance of the Action Plan.

The contractor shall be expected to operate independently, once given direction, and expected to write the Action Plan as well as support its review and revision. The contractor shall chair Action Plan reviews, adjudicate comments, and prepare "for-staffing" versions of the document.

- c. **Period and Place of Performance:** The Action Plan shall be developed NLT November 30, 2011. Development of the Action Plan does not need to be accomplished on-site, but will involve frequent on-site coordinating sessions with OSD/AT&L Systems Analysis and M&S CO staff. The contractor shall participate in Acquisition M&S Working Group (AMSWG) meetings, travel to Acquisition Community sites (anticipate two 3-day trips), and interact with the Acquisition and Systems Engineering staff.
- d. **Deliverables:** The contractor shall provide an Acquisition Community M&S Action Plan.

Draft Action Plan – Required by June 30, 2011

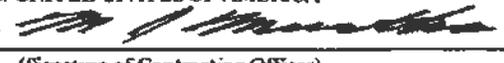
Final Draft Action Plan – Required by October 1, 2011

Final Action Plan – Required by November 30, 2011

The government will have 10 working days to provide comments on the Draft Action Plan and the Final Draft Action Plan.

- e. **Deliverable Format Requirements:** The Action Plan will be delivered as a Word document in a format to be agreed up in conjunction with the Acquisition Community M&S Lead. It is anticipated that the document will be no more than 70 to 100 pages in length.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 29-Jul-2011	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. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-9804				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001	
				X	10B. DATED (SEE ITEM 13) 01-Feb-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.						
<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:</p> <p>(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)						
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.						
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: foxj111367 The purpose of this modification is to incorporate an updated DD-254, Contract Security Classification Specification.						
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: 703-698-2478 EMAIL: michael.murtha@wbs.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				BY 		29-Jul-2011
				(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

TABLE OF CONTENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254 Part 1	2	01-DEC-2009
Attachment 2	DD254 Part 2	4	01-DEC-2009

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 3	DD254 - Part 1	2	28-JUL-2011
Attachment 4	DD254 - Part 2	3	28-JUL-2011

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES
			J	1 2
2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE 09-Aug-2011	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		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOGZ ALLEN HAMILTON INC. KIMBERLY PARKER 6283 GREENSBORO DR MCLEAN VA 22102-4804			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001
			X	10B. DATED (SEE ITEM 13) 01-Feb-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 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) Contract Terms and Conditions - Commercial Items - 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: foxj111422 The purpose of this modification is to add a Functional Specialist for 23 days from August 9, 2011 to August 31, 2011. As a result of this addition, the period of performance for the Functional Specialist incorporated under modification no. 08 will be shortened by 23 days from January 31, 2012 to January 9, 2012. The total cost of this Call Order remains \$14,145,038.35.				
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: 703-686-2478 EMAIL: michael.murtha@whs.mil	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 11-Aug-2011
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1 6	
2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 15-Sep-2011	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. BRUCE KIRBY 8283 GREENSBORO DR MCLEAN VA 22102-4804				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001	
				X	10B. DATED (SEE ITEM 13) 01-Feb-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) 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) Contract and Conditions - Commercial Items - 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: foxj111621 The purpose of this modification is to: 1. Increase the scope by one additional FTE position (Functional Specialist 1) for the remainder of Option Year Two. Option Year Two will be increased for the last five months of performance (SubCLINs 200401 and 200402 were added to provide additional funds). Addendum five is attached to the Task Work Statement. 2. Restore the period of performance for the Functional Specialist 1 through January 31, 2012. The period of performance for the Functional Specialist 1 under Option Year Two was shortened by 23 days via modification no. 13. This modification reinstates the full performance period. Funding for this 23 day period is incorporated into SubCLINs 200401 and 200402.						
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: 703-696-2478 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 15-Sep-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 \$167,323.22 from \$14,145,038.35 to \$14,312,361.57.

SUPPLIES OR SERVICES AND PRICES

CLIN 2004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	PWS Addendum Five Adjustment FFP The contractor shall provide one additional Functional Specialist 1 for the remaining five months of option year two. See Addendum Five to the Task Work Statement.	5	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

SUBCLIN 200401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200401	Funding for CLIN 2004 FFP				\$0.00
NET AMT					\$0.00
ACRN AL					(b)(4)

SUBCLIN 200402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200402	Funding for CLIN 2004 FFP				\$0.00
				NET AMT	\$0.00
ACRN AM					\$4,596.22

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$167,323.22 from \$14,145,038.35 to \$14,312,361.57.

SUBCLIN 200401:

Funding on SUBCLIN 200401 is initiated as follows:

ACRN: AL

CIN: HQ028712490001000200401

Acctng Data: 97 0 0400.1120 P0727 0401 251C S49447 DWAC00202

Increase: \$162,727.00

Total: \$162,727.00

SUBCLIN 200402:

Funding on SUBCLIN 200402 is initiated as follows:

ACRN: AM

CIN: HQ028712490002000200402

Acctng Data: 97 0 0400.1120 P0130 0403 251C S49447 DWAC00203

Increase: \$4,596.22

Total: \$4,596.22

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 2004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

POP 09-SEP-2011 TO 31-JAN-2012 N/A

OSD DEFENSE RESEARCH AND ENGINEERING

HQ0287

(b)(6)

3030 DEFENSE PENTAGON, RM (b)(6)

WASHINGTON DC 20301-3030

(b)(6)

FOB: Destination

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 2004:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 200401:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 200402:

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

The following have been added by full text:

ADDENDUM FIVE

Addendum Five

TWS Ref. Part 5, 5.1.2 (a) Information Technology Development and Maintenance, (b) Executive Committee Meetings and Support, (e) Research and Analysis.

- a. **Background:** The Office of the Assistant Secretary of Defense for Research and Engineering (ASD (RE)) is realigning contractor support within its office by increasing the mission support services contract by one additional position. The Senior Analyst position will be increased from one to two positions.
- b. **Position Description:** Senior Analyst: (MOBIS Labor Category - Functional Specialist 1). Two full-time government-site Senior Analysts shall support management and leadership services. The Senior Analysts shall provide coordination of daily logistics, scheduling, planning activities, correspondence to outside organizations, coordinate CONUS/OCONUS travel for Government and non-Government personnel in accordance with the Joint Travel Regulations, facilitate communications with other ASD(R&E) offices, provide database development and maintenance, business and other general administrative and professional office support, and research tasks as required. The Contractor shall:
 - Produce, edit and manage the communications strategy for the Front Office;

- Coordinate efforts between and among the various ASD(R&E) groups/ offices to accomplish or facilitate assigned tasks;
 - Monitor progress and maintain appropriate records assist in drafting strategic and technical plans and conducting research and risk analysis/ assessment;
 - Perform research and information and reference gathering on assigned topics to include information found in the public domain such as on the internet, in technical journals and professional printed material, as well as in DoD Instructions and Regulations, General Accounting Office (GAO) findings, statutory requirements, human resource files, agency information systems, files and other information held by ASD(R&E) technical and administrative offices, and legal case files;
 - Analyze both ASD(R&E) generated and external obtained information regarding ASD(R&E)'s rights and permission to use or quote information in a public venue or release to persons or agencies external to ASD(R&E); and
 - Advise ASD(R&E) staff regarding the policies that govern the release and or the use of information including the determination if information may be released outside the DoD and/or ASD(R&E) in accordance with governing statutes, policies, and directives for the public release, use, and export-control of information.
- c. **Experience & Education:** To effectively accomplish the required tasks, the Contractor must be flexible, understand ASD(R&E) business operations, organization information management systems and the program support requirements, and have excellent communication skills. Contractor will be required to have a minimum of a Secret security clearance. Contractor must have a Bachelor's Degree with over five years of relevant work experience; a Master's Degree is preferred.
- d. **The Following PWS paragraphs apply to this position description:**
- (b) Executive Committee Meetings and Support
 - Plan, coordinate and document proceedings of executive-level councils, working groups and conferences The planning would encompass creating an agenda, having the agenda reviewed and concurred by management, creating a list of invitees, securing a meeting location, ensuring that appropriate audio-visual equipment is available and taking notes of the meeting proceedings.
 - Participate in and lead workgroups, conferences, and meetings and coordinate participation. Participation in these meeting would require a person with several years of related experience. Experience in leading working groups, conferences and meeting of 10-50 attendees is desired hut not mandatory.
 - (c) Policy Development/Interpretation Support:
 - Conduct review and coordinate processes for new and existing policy developed external to M&S CO.
 - Produce briefings, reports and executive-level correspondence for the Director of Defense Research and Engineering (ASD(R&E)), and the Under Secretary of Defense for Acquisition, Technology and Logistics (USD (AT&L))
 - (e) Research and Analysis:
 - Conduct analyses, technical assessments, research and other studies of related activities

Additional skill requirements for all personnel are:

- Ability to communicate well orally and in writing, particularly in the preparation of technical documents and briefings.
 - Ability to use, with ease, common office software, including word processors, spreadsheets, presentation and project management software (MS word, MS excel, MS PowerPoint)
- e. MOBIS Labor Category Description: Functional Specialist 1 Description - Possess demonstrated knowledge in designated field or discipline. Possesses significant experience providing solutions to an organization's challenges through the application of knowledge gained through similar prior engagements. Participates in the development of solutions by leveraging knowledge of the designated field or discipline. Contributes to the implementation of strategy and helps assess the impact of industry trends, policy, and/or standard methodologies. Directs the activities of Specialists or other staff as necessary on activities related to the specified field or discipline.**
- Experience & Education: Minimum of 8 years experience and Masters Degree.**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 3
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 01-Feb-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		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-4504			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001
			X	10B. DATED (SEE ITEM 13) 01-Feb-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.				
<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:</p> <p>(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) 52.217-9 Option to Extend the Term of the Contract.				
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: brooksa12584 The purpose of this modification is to exercise Option Year 3 on the subject contract. Please see Summary of Changes for more details.				
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: 703-545-1253 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 31-Jan-2012

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 \$5,776,740.17 from \$14,312,361.57 to \$20,089,101.74.

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The option status has changed from Option to Option Exercised.

CLIN 3002

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,776,740.17 from \$14,312,361.57 to \$20,089,101.74.

CLIN 3001:

AN: 97 2 0400.1102 P2476 0401 251A S49447 DWAC20040 (CIN HQ0287202400010000001) was increased by \$5,766,740.17 from \$0.00 to \$5,766,740.17

The contract ACRN AN has been added.

The CIN HQ0287202400010000001 has been added.

CLIN 3002:

AN: 97 2 0400.1102 P2476 0401 251A S49447 DWAC20040 (CIN HQ0287202400010000002) was increased by \$10,000.00 from \$0.00 to \$10,000.00

The contract ACRN AN has been added.

The CIN HQ0287202400010000002 has been added.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 3001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UTC
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POP 01-FEB-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

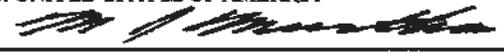
The following Delivery Schedule item for CLIN 3002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				J	1 7	
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE 01-Feb-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. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-4604				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001	
				X	10B. DATED (SEE ITEM 13) 01-Feb-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) 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 52.243-1 Changes - Fixed-Price						
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: brooksa12873 The purpose of this modification is to 1) add two front office FTEs for mission support, 2) shift from a Functional Specialist II to Functional Specialist I from January 1, 2012 to January 31, 2012 for a credit of \$19,476.58, and 3) increase funds for ODCs from \$100,000.00 to \$119,476.58.						
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: 703-545-1253 EMAIL: michel.murtha@wbs.rtl			
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 23-Feb-2012	

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 2001

The pricing detail quantity 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 2002

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 2010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	Mission Support Services FFP See CLIN 2001 for details.	1	Months	(b)(4)	(b)(4)

NET AMT (b)(4)

ACRN AJ

CLIN 3003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	M&SCO Front Office FTEs FFP	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

SUBCLIN 300301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300301	M&SCO Front Office FTEs Funding FFP Funding for 90 days				\$0.00

NET AMT

\$0.00

ACRN AP

(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 2001:

AJ: 97 11 0400.1120 P1476 0401 251A S49447 DWAC10029 (CIN HQ0287102000010002001) was decreased by \$462,906.03 from \$5,554,872.37 to \$5,091,966.34

CLIN 2002:

AJ: 97 11 0400.1120 P1476 0401 251A S49447 DWAC10029 (CIN HQ0287102000010002002) was increased by \$19,476.58 from \$100,000.00 to \$119,476.58

CLIN 2010:

Funding on CLIN 2010 is initiated as follows:

ACRN: AJ

CIN: HQ0287102000010002001

Acctng Data: 97 11 0400.1120 P1476 0401 251A S49447 DWAC10029

Increase: \$443,429.45

Total: \$443,429.45

SUBCLIN 300301:

Funding on SUBCLIN 300301 is initiated as follows:

ACRN: AP

CIN: HQ0287202400010010001

Acctng Data: 97 2 0400.1120 P2476 0401 251A S49447 DWAC20040

Increase: \$117,762.87

Total: \$117,762.87

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 2001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2011 TO 31-JAN-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2011 TO 31-DEC-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

The following Delivery Schedule item for CLIN 2002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2011 TO 31-JAN-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2011 TO 31-JAN-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

The following Delivery Schedule item has been added to CLIN 2010:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2012 TO 31-JAN-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

The following Delivery Schedule item has been added to CLIN 3003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 2010:

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

The following Acceptance/Inspection Schedule was added for CLIN 3003:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 300301:

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

The following have been added by full text:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 3001 through 300301 are incrementally funded. For these item(s), the sum of \$117762.87 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

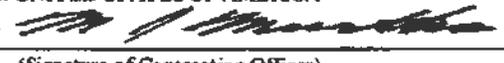
(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$117,762.87

April 1, 2012 \$117,762.87

Balance at a date to be determined
(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1 3
2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE 29-Feb-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			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) 8002 ALLEN HAMILTON INC. KIMBERLY PARKER 8283 GREENSBORO DR MCLEAN VA 22102-4804				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001
				X	10B. DATED (SEE ITEM 13) 01-Feb-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) 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: IAW FAR 43.103(b)					
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: brooksa12784 The purpose of this modification is to add NTE amount \$90,259.83 to CLIN 3002 for Materials and Travel.					
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: 703-545-1253 EMAIL: michael.murtha@afm.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 29-Feb-2012

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 3002

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)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$90,259.83 from \$20,206,864.61 to \$20,297,124.44.

CLIN 3002:

AN: 97 2 0400.1102 P2476 0401 251A S49447 DWAC20040 (CIN HQ0287202400010000002) was increased by \$90,259.83 from \$10,000.00 to \$100,259.83

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 3002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-FEB-2012 TO
31-JAN-2013

N/A

OSD DEFENSE RESEARCH AND
ENGINEERING

HQ0287

(b)(6)

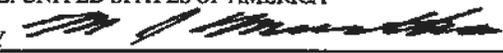
3030 DEFENSE PENTAGON, RM (b)(6)

WASHINGTON DC 20301-3030

(b)(6)

FOB: Destination

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	8
2. AMENDMENT/MODIFICATION NO. 18		3. EFFECTIVE DATE 15-Mar-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) 800Z ALLEN HAMILTON INC. KIMBERLY PARKER 6283 GREENSBORO DR MCLEAN VA 22102-4804				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001		
				X 10B. DATED (SEE ITEM 13) 01-Feb-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.						
<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:</p> <p>(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).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms & Conditions- Commercial						
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: brooksa12864 The purpose of this modification is to add the Acquisition (CLIN3004) and Experimentation (CLIN3005) Community M&S Strategic Plan to the subject Task Order. Please see the Task Work Statement in Addendum Six for more information.						
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: 703-545-1253 EMAIL: michael.murtha@wbs.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			BY 		22-Mar-2012	
			(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 4001

The pricing detail quantity has decreased by (b) from (b)(4) to (b)(4)
 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 4002

The pricing detail quantity has decreased by (b) from (b) to (b)(4)
 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 3004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Acquisition Community M&S Strategic Plan FFP	11	Months	(b)(4)	(b)(4)
The contractor shall provide Acquisition Community M&S Strategic Plan according to Task Work Statement provided within.					

NET AMT (b)(4)

SUBCLIN 300401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300401	Funding for CLIN 3004 FFP			\$0.00	\$0.00

NET AMT \$0.00

ACRN AP (b)(4)

CLIN 3005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	Experimentation Community M&S Strategic FFP The contractor shall provide Experimentation Community M&S Strategic Plan according to Task Work Statement provided within.	11	Months	(b)(4)	(b)(4)

NET AMT (b)(4)

SUBCLIN 300501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300501	Funding for 3005 FFP				\$0.00

NET AMT \$0.00

ACRN AP (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 \$338,496.09 from \$20,297,124.44 to \$20,635,620.53.

SUBCLIN 300401:

Funding on SUBCLIN 300401 is initiated as follows:

ACRN: AP

CIN: HQ0287202400010020001

Acctng Data: 97 2 0400.1120 P2476 0401 251A S49447 DWAC20040

Increase: \$96,235.50

Total: \$96,235.50

SUBCLIN 300501:

Funding on SUBCLIN 300501 is initiated as follows:

ACRN: AP

CIN: HQ0287202400010020001

Acctng Data: 97 2 0400.1120 P2476 0401 251A S49447 DWAC20040

Increase: \$242,260.59

Total: \$242,260.59

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 3004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 19-MAR-2012 TO 19-FEB-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

The following Delivery Schedule item has been added to CLIN 3005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 19-MAR-2012 TO 19-FEB-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 3004:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 300401:

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

The following Acceptance/Inspection Schedule was added for CLIN 3005:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 300501:

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

The following have been added by full text:

ADDENDUM SIX

HQ0034-09-A-3010-0001, Mod 18

Mod 18 amends HQ0034-09-A-3010-0001, Addendum SIX

CLIN 3004

Ref. Part 5, 5.1.2, (c) Policy Development/Interpretation Support Acquisition Community M&S Strategic Plan

a. Background: The contractor shall evolve, in conjunction with the OSD/AT&L Deputy Assistant Secretary of Defense, Systems Engineering (DASD(SE)) government lead for Acquisition Community Modeling & Simulation, the Acquisition Community M&S Action Plan (hereafter referred to as Action Plan), to incorporate changes in structure and content based on reviews, community advancement, and collaboration across the M&S Enterprise. The Action Plan is the guiding document for the DoD acquisition community for development activities to further the use of M&S within the System Engineering activities in support of acquisition. The Action Plan shall establish a strategic implementation and business plan for the next five years to provide technical and programmatic guidance for establishing community M&S development, process, and collaboration activities. The Action Plan will be within the broad technical and policy guidelines established by the OSD/AT&L Modeling & Simulation Coordination Office (M&S CO), on behalf of the DoD M&S Steering Committee (M&S SC). The action plan will receive its primary guidance from DASD(SE) strategic planning documents, acquisition M&S working group chartering documents, and from studies and research conducted during 2009 - 2011 as part of the transformation of previous Acquisition Community M&S, systems engineering, systems analysis, and acquisition processes. The Action Plan shall be developed in close coordination with M&S CO staff to insure it aligns with Enterprise plans, is synchronized with related inter-agency activities, and is coordinated with the other communities, and Services representing acquisition and systems engineering M&S investments.

b. **Task Description:** The Action Plan shall summarize findings of previous Acquisition M&S studies and findings (such as the Acquisition Modeling and Simulation Master Plan, High Level Task products and the recently completed Summer Study), provide an overview of Acquisition M&S governance and processes, and chart a way forward for Acquisition M&S Community management, investment, and coordinating activities. . The Action Plan may also include descriptions of targeted interactions between the Acquisition community, and other communities within the Enterprise. The developer of the Action Plan should have significant, senior-level experience in the defense acquisition and modeling & simulation communities; should have recent and current experience with acquisition reform efforts (development planning, model based systems engineering, WSARA, etc.); and should be knowledgeable of current acquisition M&S management and technical focus areas. It is expected that this task can be accomplished on a part time basis through full-time, over the period of performance. The contractor shall contact, on behalf of the Acquisition M&S IPT lead, high-level staff (SES/general/flag officers, senior civilian/military, senior industry and academic managers and technical support staffs) to collect lessons learned, suggested developments, corrective actions taken, etc. The contractor shall coordinate recommendations and assist in acceptance of the Action Plan. The contractor shall be expected to operate independently, once given direction, and expected to write the Action Plan as well as support its review and revision. The contractor shall chair Action Plan reviews, adjudicate comments, and prepare "for-staffing" versions of the document.

c. **Period and Place of Performance:** The Action Plan shall be developed NLT November 30, 2012. Development of the Action Plan does not need to be accomplished on-site, but will involve frequent on-site coordinating sessions with OSD/AT&L Systems Analysis and M&S CO staff. The contractor shall participate in Acquisition M&S Working Group (AMSWG) meetings, travel to Acquisition Community sites (anticipate two 3-day trips), and interact with the Acquisition and Systems Engineering staff.

d. **Deliverables:** The contractor shall provide an Acquisition Community M&S Action Plan.
Draft revised Action Plan – Required by June 30, 2012
Final Draft revised Action Plan – Required by October 1, 2012
Final revised Action Plan – Required by November 30, 2012
The government will have 10 working days to provide comments on the Draft Action Plan and the Final Draft Action Plan.

e. **Deliverable Format Requirements:** The Action Plan will be delivered as a Word document in a format to be agreed up in conjunction with the Acquisition Community M&S Lead. It is anticipated that the document will be no more than 70 to 100 pages in length.

CLIN 3005

Experimentation Community M&S Strategic Plan

a. **Period of Performance:**

The period of performance for this contract shall be February 1, 2012, through January 31, 2013.

b. **Background:**

The contractor shall develop, in conjunction with the Deputy Director Joint Staff J7, Joint & Coalition Warfighting (JCW) government lead for Experimentation Community Modeling & Simulation, an Experimentation Community M&S Strategic Plan (hereafter referred to as Strategic Plan). The

Strategic Plan is the guiding document for the DoD experimentation community for development activities to further the use of M&S within the Joint Concept Development & Experimentation (JCD&E) community in support of experimentation. The Strategic Plan shall establish a strategic implementation and business plan for the next five years to provide technical and programmatic guidance for establishing community M&S development/integration, re-use, and collaboration activities.

The Strategic Plan will be within the broad technical and policy guidelines established by the OSD/AT&L Modeling & Simulation Coordination Office (M&S CO), on behalf of the DoD M&S Steering Committee (M&S SC). The Strategic Plan will receive its primary guidance from JCW strategic planning documents, JCD&E working group chartering documents, and from studies and research conducted during 2010 - 2011 as part of the transformation of previous Experimentation Community M&S processes as enacted by the disestablishment of United States Joint Forces Command (USJFCOM).

The Strategic Plan shall be developed in close coordination with M&S CO staff to ensure it aligns with Corporate & Cross-Cutting Business Plans, is synchronized with related inter-agency and Coalition activities, and is coordinated with the other communities, Joint Staff, and Services representing experimentation and concept development M&S investments.

c. Task Description:

The Strategic Plan shall summarize findings of previous Experimentation M&S studies and findings, provide an overview of Experimentation M&S governance and processes, and chart a way forward for Experimentation M&S Community management, investment, and coordinating activities.

The developer of the Strategic Plan should have significant, senior-level experience in the defense experimentation and modeling & simulation communities; should have recent and current experience with constructive closed-loop and human-in-the-loop experimentation planning, design, execution and assessment; plus should be knowledgeable of current experimentation M&S management and technical focus areas.

The contractor shall contact, on behalf of the Experimentation M&S IPT lead, high-level staff (SES/general/flag officers, senior civilian/military, senior industry and academic managers and technical support staffs) to collect lessons learned, suggested developments, corrective actions taken, etc. The contractor shall coordinate recommendations and assist in acceptance of the Strategic Plan.

The contractor shall operate independently, once given direction, and will write the Strategic Plan as well as support its review and revision. The contractor shall chair Strategic Plan reviews, adjudicate comments, and prepare "for-staffing" versions of the document.

d. Period and Place of Performance:

The Strategic Plan shall be developed NLT November 30, 2012. Development of the Strategic Plan does not need to be accomplished on-site, but will involve frequent on-site coordinating sessions with JCW, JCD&E community and M&S CO staff. The contractor shall participate in Experimentation M&S Working Group (EMSWG) meetings, and travel to M&SCO for data collection and coordination purposes (anticipate two 2-day trips).

e. Deliverables:

The contractor shall provide an Experimentation Community M&S Strategic Plan.

Draft Strategic Plan – Required by June 30, 2012

Final Draft Strategic Plan – Required by October 1, 2012

Final Strategic Plan – Required by November 30, 2012

The government will have 10 working days to provide comments on the Draft Strategic Plan and the Final Draft Strategic Plan. In addition, the performer will submit a monthly status report as a deliverable for the duration of the period of performance.

f. Deliverable Format Requirements:

The Strategic Plan will be delivered as a Word document in a format to be agreed up in conjunction with the Experimentation Community M&S Lead. The base document without attachments will be no more than 25 pages in length.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES
			J	1 5
2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE 11-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		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOCZ ALLEN HAMILTON INC. MATT KOETTER 5283 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-3010-0001
			X	10B. DATED (SEE ITEM 13) 01-Feb-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) See Schedule				
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: 52.212-4(c) Contract Terms & Conditions - Commercial				
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: brooksa121972 The purpose of this modification is to add a Cyber IT SME (3008) to the subject Task Order. Please see the Task Work Statement in Addendum Seven for more information.				
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: 703-345-1253 EMAIL: michael.murtha@wbs.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 12-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 3006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	Cyber IT SME FFP The contractor shall provide Cyber IT SME according to Task Work Statement provided within.	6	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AQ

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$149,750.66 from \$20,635,620.53 to \$20,785,371.19.

CLIN 3006:

Funding on CLIN 3006 is initiated as follows:

ACRN: AQ

CIN: HQ028722300002000

Acctg Data: 972 0400.1120 P2476 0401 251A S49447 DWAC20234

Increase: \$149,750.66

Total: \$149,750.66

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 3006:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-SEP-2012 TO 11-MAR-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 3006:

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

The following have been added by full text:

ADDENDUM SEVEN

Provide Modeling and Simulation Cyber Lead Subject Matter Expert (SME)

1.0 BACKGROUND:

The Modeling & Simulation Coordination Office (M&S CO) requires support in the development of policy, guidance and practice to enable application of advanced modeling and simulation (M&S) techniques, as well as the advocacy and promotion of such technologies across a broad range of stakeholders, including the Joint Staff, Military Services, COCOMs, senior leaders of the DoD and OUSD (AT&L), and the Congressional staff.

In a budget-constrained Defense acquisition environment, appropriate identification and application of modeling and simulation (M&S) cyber / information technology, operational test and concepts across a wide range of systems analysis and systems engineering disciplines underpins the efficient acquisition of relevant technology-based capabilities. Tightening budgets, greater demand for lower risk acquisition and the need to acquire more capability in less time at a lower cost has created a need within the Department to develop the practice of applying M&S cyber within the analytical toolkit to support acquisition activities.

M&S CO, consistent with its role as the DoD Center of Excellence for Modeling and Simulation, seeks to identify opportunities to align M&S, and cyber / information technology to needs within current and emerging systems analysis and systems engineering best practices.

M&S CO seeks an immediately available senior analyst with a broad range of current experience (within the past 24 months) in the development, management, and use of cyber / information technology used in creation and execution of simulated environments and the analysis of the simulation results. Specific qualifications will include:

- A minimum of 15 years of military modeling and simulation acquisition and R&D program experience, cyber / information technology, operational test, space systems, and intelligence disciplines;
- Three years or more experience with an Operational Test and Evaluation organization;
- Master's Degree in business management is desired;
- Experience with developing, implementing and managing DoD Cyber and Information Technology like programs;
- Recent experience with authoring congressional reports to the House and Senate

2.0 TASKS:

Consistent with its role as the DoD Center of Excellence for Modeling & Simulation, the Modeling & Simulation Coordination Office (M&S CO) identifies and develops the latest policy, guidance and practice in the application of modeling and simulation as a information technology to enable best practices across the Department of Defense. M&S CO requires the services of an expert senior analyst to identify opportunities to improve the implementation of DoD M&S cyber / information technology, policy and guidance through the application of modeling and simulation to advance the practice of systems analysis and systems engineering. Perform duties for the M&S CO as follows:

- 2.1 Formulate and oversee the implementation of DoD-wide M&S plans and guidelines in the areas of M&S cyber / information technology development and management.
- 2.2 Evaluate DoD Community and Component M&S cyber / information technology development projects and initiatives.
- 2.3 Recommend strategies and constructing plans for ensuring that Components and Communities M&S cyber / information technology projects and initiatives are harmonized for improved support to DoD strategic planning guidance.
- 2.4 Monitor industries, universities, other government agencies, and international and foreign organizations on matters pertinent to M&S cyber / information technology.
- 2.5 Coordinate and attend conferences, meetings, symposia, and workshops conducted or sponsored by the DoD regarding M&S cyber / information technology issues.
- 2.6 Work in a collaborative, consensus-building environment with members of the Services, Components, DoD functional communities and with other Agencies and international partners.
- 2.7 Manage projects and programs that provide DoD corporate-level M&S cyber / information technology capabilities.

3.0 PERIOD OF PERFORMANCE:

- 3.1 It is anticipated that this effort will begin immediately upon receipt of award. The estimated duration of this program is 180 days from date of award.

4.0 GOVERNMENT/ FURNISHED EQUIPMENT/DATA / TOOLS:

- 4.1 No Government office space, computer, network access, phone (voice and fax) is required.

5.0 TRAVEL:

- 5.1 Travel is expected under this subcontract; anticipate 25%.

6.0 SECURITY:

- 6.1 Person must be eligible for TS/SCI clearance.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 20		3. EFFECTIVE DATE 17-Sep-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	J	1 9
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. MATT KOETTER 8283 GREENSBORO DR MCLEAN VA 22102-4304			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001		
			X 10B. DATED (SEE ITEM 13) 01-Feb-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.					
<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:</p> <p>(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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS					
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: brooksa122004 The purpose of this modification is to add ASNE MSEA to the subject Tak Order. Please see the Summary of Changes and the Task Work Statement in Addendum Eight for more information.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and is 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: 703-546-1253 EMAIL: michael.murtha@wbs.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 19-Sep-2012	

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 3007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007	ASNE FFP The contractor shall provide Air and Space Natural Environment (ASNE) Modeling and Simulation Executive Agent (MSEA) according to Task Work Statement provided within.	4	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

SUBCLIN 300701 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300701	Funding for ASNE FFP This action was incrementally funded by AF MIPR F1AF1H2202G001 Direct Citation of funds LOA: 5723400 302 158P B31195 010000 43940 27601F 667100 F67100 ESP:KJ FSR:008073 PSR:H23792 DSR:111606.				\$0.00
NET AMT					\$0.00
ACRN AR					(b)(4)

CLIN 3008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	ASNE - Travel FFP	1	Lot	(b)(4)	(b)(4)

Travel for this contract must be in accordance with FAR 31.205-46. Any travel outside of this regulation may be at the contractors's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred.

NET AMT

(b)(4)

SUBCLIN 300801 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300801	Funding for ASNE - Travel FFP				\$0.00

This action was funded by AF MIPR F1AF1H2202G001 Direct Citation of funds
LOA: 5723400 302 158P B31195 010000 43940 27601F 667100 F67100 ESP:KJ
FSR:008073 PSR:H23792 DSR:111606.

NET AMT

\$0.00

ACRN AR

(b)(4)

CLIN 4003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	ASNE Option FFP	10	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

CLIN 4004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	ASNE - Travel Option FFP Travel for this contract must be in accordance with FAR 31.205-46. Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred.	1	Lot	(b)(4)	(b)(4)
				NET AMT	(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 \$80,000.00 from \$20,785,371.19 to \$20,865,371.19.

SUBCLIN 300701:

Funding on SUBCLIN 300701 is initiated as follows:

ACRN: AR

CIN: F1AF1H2202G001

Acctng Data: 5723400 302 158P B31195 010000 43940 27601F 667100 F67100 ESP:KJ

Increase: \$77,005.76

Total: \$77,005.76

SUBCLIN 300801:

Funding on SUBCLIN 300801 is initiated as follows:

ACRN: AR

CIN: F1AF1H2202G00101

Acctng Data: 5723400 302 158P B31195 010000 43940 27601F 667100 F67100 ESP:KJ

Increase: \$2,994.24

Total: \$2,994.24

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 3007:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 17-SEP-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

The following Delivery Schedule item has been added to CLIN 3008:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 17-SEP-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

The following Delivery Schedule item has been added to CLIN 4003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2013 TO 31-JAN-2014	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

The following Delivery Schedule item has been added to CLIN 4004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2013 TO 31-JAN-2014	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 3007:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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accessibility development. Participate in working groups, conferences, symposiums, and workshops.

1.2 Background. The ASNE MSEA is a DoD component. The Office of the Under Secretary of Defense for Acquisition, Technology, and Logistics designated the Air Force as the DoD ASNE MSEA. The Secretary of the Air Force, in turn, directed the Headquarters Air Force Director of Weather (AF/A3O-W) to carry out the DoD ASNE MSEA duties and responsibilities designated in DoDD 5000.59 and DoDI 5000.59-P. One of the key duties of the DoD ASNE MSEA is to liaise with the M&SCO (formerly Defense Modeling and Simulation Office – DMSO).

The air and space natural environment, for the purposes of the DoD ASNE MSEA, is defined as the atmospheric, near-space, and interplanetary environment that extends from the surface of the earth, through the troposphere, stratosphere, upper atmosphere, radiation belts, and interplanetary medium to the surface of the sun. The air and space natural environment includes impacts on human activities, but does not include those activities or objects causing the impacts. The air and space natural environment domain does not include the oceans or terrain. However, since the atmosphere affects, and is affected by those environments, the DoD ASNE MSEA coordinates many of its activities with the Ocean and Terrain MSEAs.

1.3 Scope. The scope of this effort is to provide subject matter expertise, acquisition management, and advisory and technical assistance to the DoD ASNE MSEA so he/she can fulfill the duties and responsibilities designated in DoDD 5000.59 and DoDI 5000.59-P. The scope of this effort extends to program management support, including acquisition management; integration and requirements assessment with DoD Communities using M&S tools, data, and services; and assistance in the coordination for the transition of weather and space environment M&S technology into DoD weather support activities. The DoD M&S activities are dynamic and the DoD ASNE MSEA must stay abreast of changing focuses.

1.4 Requirements. At a minimum, the individual shall have an undergraduate degree in engineering and a postgraduate degree in mathematics, statistics, or a business or management discipline such as business administration, accounting, finance, economics, or management information technology. The contractor shall provide an individual that has, at a minimum; four (4) years of experience in performing the duties substantially similar to the position to be filled and a minimum of ten (10) years as a team leader or supervisor. Furthermore, the person shall have met the following:

- (1) At a minimum, the individual shall have experience related to military operations. This may include experience in military operations, analyses, or planning, systems acquisition or testing, or military meteorology operations or numerical modeling.
- (2) At a minimum, the individual shall have knowledge of DoD Modeling & Simulation programs and projects.
- (3) At a minimum, the individual shall have a general knowledge of the Integrated Natural Environment Authoritative Representations Process (INEARP) and impact on M&S.

- (4) At a minimum, the individual shall have knowledge of development, services, or sustainment contract administration, and frequent interaction with Government contracting officers.
- (5) At a minimum, the individual shall have a general knowledge of meteorology and M&S communities' common native data transmittal formats, such as GRIB, JMBL, ASCII, SEDRIS, and CSV.
- (6) At a minimum, the individual shall have knowledge of with Microsoft Office products, especially Word, PowerPoint, Excel, Outlook, and proficient in giving written and oral technical presentations.
- (7) At a minimum, the individual shall be able to interact professionally and successfully with other individuals (military, government, and other contractors).
- (8) At a minimum, the individual shall have strong communications skills, strong interpersonal relationship skills.
- (9) At a minimum, the individual shall have experience in modeling and simulation support activities.

1.5 Duties. Duties shall include, but are not limited to, the following:

- (1) Participate as the DoD ASNE MSEA's member of the M&SCO team.
- (2) Maintain and establish contacts with the M&S community (military and civilian) who are potential users of, and/or providers of environmental data.
- (3) Monitor and update DoD governing documents on M&S user requirements, provider capabilities, and integration of DoD ASNE MSEA projects, as needed.
- (4) Provide assistance in DoD ASNE MSEA project management in the areas of M&S technology, integration, production, standards, and accessibility development.
- (5) Participate in working groups, conferences, symposiums, and workshops.
- (6) Assist in the development of technical road maps for tools, data, and services.
- (7) Provide the M&SCO with expertise in DoD ASNE MSEA-specific M&S tools, data, and services; provide DoD ASNE MSEA knowledge of M&S tools, data, and services necessary to facilitate DoD ASNE MSEA support.
- (8) Assist M&SCO and M&S Communities leverage or plan for existing and emerging DoD Integrated Natural Environment Authoritative Representation Process (INEARP) capabilities such as the Environmental Data Cube Support System (EDCSS).
- (9) Assist the M&SCO by ensuring that the responsible government leads for projects funded by the M&S Steering Committee (SC) report project status and obligation and expenditures in a timely manner.
- (10) Assist in submitting Statements of Work or other applicable documents for DoD ASNE MSEA-led projects to the M&SCO.
- (11) Assist in making deliverables visible and accessible to the appropriate audience, including providing information on DoD ASNE MSEA led efforts.
- (12) Assist in synchronizing issues to be brought to the Integrated Process Team(IPT) and SC in accordance with the prescribed management agenda plan.
- (13) Assist the M&SCO in ensuring DoD ASNE MSEA activities are addressed in DoD M&S-related policies and directives.

1.6 Deliverables.

(1) Monthly Status Report

1.7 Period and Place of Performance. The contractor personnel shall perform the duties outlined above in office spaces provided by the Government at the M&SCO, at contractor provided spaces, and remotely as necessary.

The Period of Performance shall be as follows:

Option Year # 3: 1 September 2012 through 31 January 2013

Option Year # 4: 1 February 2013 through 31 January 2014

1.8 Security Clearance

Contractor personnel working under this SOW shall have at least a current Secret security clearance.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 01-Apr-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1156	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) 6002 ALLEN HAMILTON INC. KIMBERLY PARKER 6283 GREENSBORO DR MCLEAN VA 22102-4804			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001	
			X 10B. DATED (SEE ITEM 13) 01-Feb-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) 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: IAW FAR 52.243-1 Changes-Fixed-Price				
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: brooksa121331 The purpose of this modification is to remove 3 FTEs off of the current option year. See summary of changes for more details.				
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: 703-545-1250 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 08-Dec-2012

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 decreased by (b)(4) from (b)(4) to (b)(4)

SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The pricing detail quantity 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 3003

The pricing detail quantity 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 3009 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009	Mission Support Services FFP	10	Months	(b)(4)	(b)(4)

Mission Support Services
FFP

This CLIN follows CLIN 3001. The contractor shall perform the requirements delineated in the attached PWS which reflects the staffing changes that became effective on April 1, 2012.

NET AMT

(b)(4)

ACRN AN

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$324,671.43 from \$20,865,371.19 to \$20,540,699.76.

CLIN 3001:

AN: 97 2 0400.1102 P2476 0401 251A S49447 DWAC20040 (CIN HQ0287202400010000001) was decreased by \$4,805,616.81 from \$5,766,740.17 to \$961,123.36

SUBCLIN 300301:

AP: 97 2 0400.1120 P2476 0401 251A S49447 DWAC20040 (CIN HQ0287202400010010001) was decreased by \$39,254.29 from \$117,762.87 to \$78,508.58

CLIN 3009:

Funding on CLIN 3009 is initiated as follows:

ACRN: AN

CIN: HQ02872024000100100013006

Acctng Data: 97 2 0400.1102 P2476 0401 251A S49447 DWAC20040

Increase: \$4,520,199.67

Total: \$4,520,199.67

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 3001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2012 TO 31-MAR-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

The following Delivery Schedule item for CLIN 3003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-FEB-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2012 TO 31-MAR-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

The following Delivery Schedule item has been added to CLIN 3009:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-APR-2012 TO 31-JAN-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 3009:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 3
2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE 01-Feb-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(if applicable)
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1188	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. MATT KOETTER 3283 GREENSBORO DR MCLEAN VA 22102-4804			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001
			X	10B. DATED (SEE ITEM 13) 01-Feb-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) 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 Option to Extend the Term of the Contract				
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: brooksa13609 The purpose of this modification is to exercise Option Year 4 on the subject contract. Please see summary of changes for more details.				
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: 703-545-1253 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 01-Feb-2013

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 4001

The CLIN extended description has changed from The contractor shall perform the requirements delineated in the attached PWS. to The contractor shall perform the requirements delineated in the attached PWS.

The funding will be in 3 increments (b)(4)

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 option status has changed from Option to Option Exercised.

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

CLIN 4002

The option status has changed from Option to Option Exercised.

SUBCLIN 400101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400101	Funding FFP The funding for increment 1. \$1,645,000.				\$0.00
				NET AMT	\$0.00
	ACRN AS				\$0.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

SUBCLIN 400101:

Funding on SUBCLIN 400101 is initiated as follows:

ACRN: AS

CIN: HQ028734900038000

Acctng Data: 97 3 0400.1120 P3476 0401 251A 96KM97 049447 DWAC30038

Increase: \$0.00

Total: \$0.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 4001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2013 TO 31-JAN-2014	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

To:

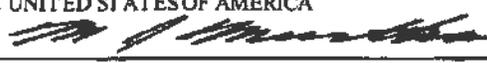
DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2013 TO 31-JAN-2014	N/A	ASD(SE) SYSTEMS ENGINEERING SERC (b)(6) ALEXANDRIA VA 22312 (b)(6) FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 400101:

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 4
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 12-Mar-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1156 DEFENSE PENTAGON WASHINGTON DC 20301-1156	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. MATT KOETTER 8283 GREENSBORO DR MCLEAN VA 22102-3630			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001
			X	10B. DATED (SEE ITEM 13) 01-Feb-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) 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 52.217-8 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: brooksa13878 The purpose of this modification is to add CLIN 4005 which extends Cyber IT SME. See summary of changes for more details.				
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: 703-545-1253 EMAIL: michael.murtha@whs.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 12-Mar-2013
(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 4005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	Cyber IT SME Option FFP This CLIN shall extend Cyber IT SME according to Task Work Statement provided within for an additional 6 months.	6	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AT

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$149,750.66 from \$20,540,699.76 to \$20,690,450.42.

CLIN 4005:

Funding on CLIN 4005 is initiated as follows:

ACRN: AT

CIN: HQ028730380068000

Acctg Data: 97 3 0400.1120 P3476 0401 251A 96KM97 049447 DWAC 3 0068

Increase: \$149,750.66

Total: \$149,750.66

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 4005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 12-MAR-2013 TO 30-SEP-2013	N/A	ASD(SE) SYSTEMS ENGINEERING SERC (b)(6) ALEXANDRIA VA 22312 (b)(6) FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 4005:

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

The following have been added by full text:

ADDENDUM SEVEN

Provide Modeling and Simulation Cyber Lead Subject Matter Expert (SME)

1.0 BACKGROUND:

The Modeling & Simulation Coordination Office (M&S CO) requires support in the development of policy, guidance and practice to enable application of advanced modeling and simulation (M&S) techniques, as well as the advocacy and promotion of such technologies across a broad range of stakeholders, including the Joint Staff, Military Services, COCOMs, senior leaders of the DoD and OUSD (AT&L), and the Congressional staff.

In a budget-constrained Defense acquisition environment, appropriate identification and application of modeling and simulation (M&S) cyber / information technology, operational test and concepts across a wide range of systems analysis and systems engineering disciplines underpins the efficient acquisition of relevant technology-based capabilities. Tightening budgets, greater demand for lower risk acquisition and the need to acquire more capability in less time at a lower cost has created a need within the Department to develop the practice of applying M&S cyber within the analytical toolkit to support acquisition activities.

M&S CO, consistent with its role as the DoD Center of Excellence for Modeling and Simulation, seeks to identify opportunities to align M&S, and cyber / information technology to needs within current and emerging systems analysis and systems engineering best practices.

M&S CO seeks an immediately available senior analyst with a broad range of current experience (within the past 24 months) in the development, management, and use of cyber / information technology used in creation and execution of simulated environments and the analysis of the simulation results. Specific qualifications will include:

- A minimum of 15 years of military modeling and simulation acquisition and R&D program experience, cyber / information technology, operational test, space systems, and intelligence disciplines;
- Three years or more experience with an Operational Test and Evaluation

organization;

- Master's Degree in business management is desired;
- Experience with developing, implementing and managing DoD Cyber and Information Technology like programs;
- Recent experience with authoring congressional reports to the House and Senate

2.0 TASKS:

Consistent with its role as the DoD Center of Excellence for Modeling & Simulation, the Modeling & Simulation Coordination Office (M&S CO) identifies and develops the latest policy, guidance and practice in the application of modeling and simulation as a information technology to enable best practices across the Department of Defense. M&S CO requires the services of an expert senior analyst to identify opportunities to improve the implementation of DoD M&S cyber / information technology, policy and guidance through the application of modeling and simulation to advance the practice of systems analysis and systems engineering. Perform duties for the M&S CO as follows:

2.1 Formulate and oversee the implementation of DoD-wide M&S plans and guidelines in the areas of M&S cyber / information technology development and management.

2.2 Evaluate DoD Community and Component M&S cyber / information technology development projects and initiatives.

2.3 Recommend strategies and constructing plans for ensuring that Components and Communities M&S cyber / information technology projects and initiatives are harmonized for improved support to DoD strategic planning guidance.

2.4 Monitor industries, universities, other government agencies, and international and foreign organizations on matters pertinent to M&S cyber / information technology.

2.5 Coordinate and attend conferences, meetings, symposia, and workshops conducted or sponsored by the DoD regarding M&S cyber / information technology issues.

2.6 Work in a collaborative, consensus-building environment with members of the Services, Components, DoD functional communities and with other Agencies and international partners.

2.7 Manage projects and programs that provide DoD corporate-level M&S cyber / information technology capabilities.

3.0 PERIOD OF PERFORMANCE:

3.1 It is anticipated that this effort will begin immediately upon receipt of award. The estimated duration of this program is 12 Mar 13 thru 30 Sep 13.

4.0 GOVERNMENT/ FURNISHED EQUIPMENT/ DATA / TOOLS:

4.1 No Government Furnished Equipment required.

5.0 TRAVEL:

5.1 Travel is expected under this subcontract; anticipate 25%.

6.0 SECURITY:

6.1 Person must be eligible for TS/SCI clearance.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES	
			J	1 5	
2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE 02-Feb-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) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. MATT KOETTER 2023 GREENSBORO DR MCLEAN VA 22102-3800			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001	
			X	10B. DATED (SEE ITEM 13) 01-Feb-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) See Schedule					
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 of the 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: brooksa13908 Please see the summary of changes for the details of this modification.					
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: 703-645-1253 EMAIL: michael.murtha@wva.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 22-Mar-2013	

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 4002

The pricing detail quantity has increased by (b) 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 4003

The option status has changed from Option to Option Exercised.

CLIN 4004

The option status has changed from Option to Option Exercised.

SUBCLIN 400102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400102	Funding FFP The funding for increment 2. \$1,595,000.				\$0.00

NET AMT \$0.00

ACRN AS (b)(4)

SUBCLIN 400201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400201	Funding for Materials and Travel FFP				\$0.00

NET AMT \$0.00

ACRN AS

(b)(4)

SUBCLIN 400301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400301	Funding for ASNE Option FFP Funding through 30 September 2013				\$0.00

NET AMT \$0.00

ACRN AU

(b)(4)

SUBCLIN 400401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400401	Funding for ASNE Travel Option FFP				\$0.00

NET AMT \$0.00

ACRN AU

(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 \$1,795,000.00 from \$20,690,450.42 to \$22,485,450.42.

SUBCLIN 400102:

Funding on SUBCLIN 400102 is initiated as follows:

ACRN: AS

CIN: HQ0287234900380010

Acctng Data: 97 3 0400.1120 P3476 0401 251A 96KM97 049447 DWAC30038

Increase: \$1,595,000.00

Total: \$1,595,000.00

SUBCLIN 400201:

Funding on SUBCLIN 400201 is initiated as follows:

ACRN: AS

CIN: HQ028723490038001

Acctng Data: 97 3 0400.1120 P3476 0401 251A 96KM97 049447 DWAC30038

Increase: \$50,000.00

Total: \$50,000.00

SUBCLIN 400301:

Funding on SUBCLIN 400301 is initiated as follows:

ACRN: AU

CIN: HQ028730390070000

Acctng Data: 97 3 0400.1120 P3476 0401 251A 96KM97 049447 DWAC 3 0070

Increase: \$145,508.65

Total: \$145,508.65

SUBCLIN 400401:

Funding on SUBCLIN 400401 is initiated as follows:

ACRN: AU

CIN: HQ028730390070000

Acctng Data: 97 3 0400.1120 P3476 0401 251A 96KM97 049447 DWAC 3 0070

Increase: \$4,491.35

Total: \$4,491.35

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 4002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2013 TO 31-JAN-2014	N/A	OSD DEFENSE RESEARCH AND ENGINEERING 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2013 TO 31-JAN-2014	N/A	ASD(SE) SYSTEMS ENGINEERING SERC (b)(6) ALEXANDRIA VA 22312 (b)(6) FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 400102:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 400201:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 400301:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 400401:

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **5**

2. AMENDMENT/MODIFICATION NO.: **25** 3. EFFECTIVE DATE: **25-Apr-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): **See Item 6** CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **BOOZ ALLEN HAMILTON INC.
MATT KOETTER
8283 GREENSBORO DR
MCLEAN VA 22102-3830** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): 10A. MOD. OF CONTRACT/ORDER NO.: **X HQ0034-09-A-3010-0001** 10B. DATED (SEE ITEM 13): **X 01-Feb-2009**

CODE: **17036** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 4. The hour and date specified for receipt of offer is extended, 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 13, 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): **IAW FAR 52.243-1 -- Changes -- Fixed-Price**

E. IMPORTANT: Contractor is not, 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: **brooks131120**
The purpose of this modification is to add incremental funding to CLIN 3007 and 4003 for ASNE.

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: 703-545-1253 EMAIL: michael.murtha@whs.mil
15B. CONTRACT OR OFFEROR: 15C. DATE SIGNED: 16B. UNITED STATES OF AMERICA BY:  16C. DATE SIGNED: **24-Apr-2013**
(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

SUBCLIN 300702 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300702	Funding for ASNE Final FFP This action was incrementally funded.				\$0.00
				NET AMT	\$0.00
	ACRN AV				(b)(4)

SUBCLIN 400302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400302	Additional Funding FFP This action was incrementally funded.				\$0.00
				NET AMT	\$0.00
	ACRN AV				(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 \$23,862.86 from \$22,485,450.42 to \$22,509,313.28.

SUBCLIN 300702:

Funding on SUBCLIN 300702 is initiated as follows:

ACRN: AV

CIN: F3HRA12320G0030000AA

Acctng Data: 5733400 303 15WD 010000 57819 35111F 667100 FSR:006990 PSR:247440 DSR:340894
CIN:F3HRA12320G0030000AA F67100

Increase: \$23,812.86

Total: \$23,812.86

SUBCLIN 400302:

Funding on SUBCLIN 400302 is initiated as follows:

ACRN: AV

CIN: F1AF1H2339G0010000AA

Acctng Data: 5733400 303 15WD 010000 57819 35111F 667100 FSR:006990 PSR:247440 DSR:340894
CIN:F3HRA12320G0030000AA F67100

Increase: \$50.00

Total: \$50.00

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 300702:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 400302:

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

The following have been added by full text:

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated--

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

- (a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order.

(1) Document type. The Contractor shall use the following document type(s).

Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Government

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F67100
Issue By DoDAAC	HQ0034

Admin DoDAAC	HQ0034
Inspect By DoDAAC	HQ0287
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
Ayla-Rebeka.Brooks@whs.mil and Michael.Murtha@whs.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE 09-May-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
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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. MATT KOETTER 8283 GREENSBORO DR MCLEAN VA 22102-3830	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0001
	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 01-Feb-2009

CODE 17038	FACILITY CODE
-------------------	---------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, 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.
<input checked="" type="checkbox"/>	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 is not, 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: **brooks131230**
 The purpose of this modification is to correct the dollar amount on CLIN 4003 ASNE.

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: 703-545-1253 EMAIL: michael.murtha@whs.mil
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
_____ (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
	16C. DATE SIGNED 09-May-2013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

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 400302:

AV: 5733400 303 15WD 010000 57819 35111F 667100 FSR:006990 PSR:247440 DSR:340894
CIN:F3HRA12320G0030000AA F67100 (CIN F1AF1H2339G0010000AA) was increased by \$49,950.00 from \$50.00 to \$50,000.00

(End of Summary of Changes)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
 BBO00420101300

PAGE 1 OF 18

2. CONTRACT NO. HQ0034-09-A-3010
 3. AWARD/EFFECTIVE DATE 23-Sep-2010
 4. ORDER NUMBER 0002
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME
 b. TELEPHONE NUMBER (No Collect Calls)
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
 CODE HQ0034
 WHS ACQUISITION DIRECTORATE
 1777 NORTH KENT ST
 SUITE 4500
 ARLINGTON VA 22209-2133
 TEL:
 FAX:

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: % FOR
 SB
 HUBZONE SB
 8(A)
 SVC-DISABLED VET-OWNED SB
 EMERGING SB
 SIZE STD: NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

12. DISCOUNT TERMS

15. DELIVER TO
 CODE HQ0287
 OSO DEFENSE RESEARCH AND ENGINEERING
 GLORIA LOVETT
 3030 DEFENSE PENTAGON
 WASHINGTON DC 20301-3030

16. ADMINISTERED BY
 CODE
SEE ITEM 9

17a. CONTRACTOR/OFFEROR
 CODE 17038
 BOOZ ALLEN HAMILTON INC.
 KIMBERLY PARKER
 8283 GREENSBORO DR
 MCLEAN VA 22102-4904
 TEL. 703-377-7876
 FACILITY CODE

18a. PAYMENT WILL BE MADE BY
 CODE HQ0338
 DPAS-CO/SOUTH ENTITLEMENT OPERATIONS
 P.O. BOX 182264
 COLUMBUS OH 43218-2264

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 SEE ADDENDUM

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

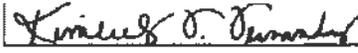
25. ACCOUNTING AND APPROPRIATION DATA
 See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$190,254.88

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.
 REF: OPA HQ0034-09-A-3010-0002

29. AWARD OF CONTRACT: REFERENCE
 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
 24-Sep-2010

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
 Kim Fernandez / Contracting Officer/Team Lead
 TEL: 703-696-2479 EMAIL: kim.fernandez@wms.mil

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

PAGE 2 OF 18

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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
-----------------	--------------------	---------------------------------	--	------------------

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 (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

PERFORMANCE WORK STATEMENT

Section C: Performance Work Statement

Date

Part 1: GENERAL INFORMATION

1.1 Background

The Office of the Director of Defense Research and Engineering, Basic Science Office (BSO), provides technical leadership and oversight; issues guidance for plans and programs; develops policies; conducts analyses and studies; and makes recommendations for DoD basic research. It recommends approval, modification or disapproval of the DoD components basic research programs and projects. The BSO conducts a metrics program to measure and assess the quality for DoD basic research, a required element of which is an independent technical review. BSO is responsible for the Defense Grant and Agreement Regulatory System (DGARS). BSO seeks planning, programmatic, and research oversight assistance as well as technical support. The support sought encompasses a variety of activities required to analyze and monitor scientific breadth and funding of research programs implemented by the Service and Defense Agencies and to provide research oversight and technical support. This contract will complement another support contract already in force within BSO.

1.2 Objectives

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform research oversight assistance and technical support as defined in this Performance Work Statement (PWS) except as Specified in Part 3 as government furnished property and services for the Office of the Director of Defense Research and Engineering (ODDR&E). The contractor shall perform to the standards in this solicitation.

1.3 Scope

The Basic Science Office (BSO) provides technical leadership of the basic research program of all the Military Services and Defense Agencies. BSO develops research and grants policy for the entire Department of Defense and executes a limited number of programs itself, including the Historically Black Colleges and Universities/ Minority Institutions (HBCU/MI) Program. BSO provides significant management to the Minerva program, a Secretary of Defense initiative to increase collaboration between DoD and social scientists, and to the Multidisciplinary University Research Initiative (MURI) program. In addition, the Director, Basic Research conducts extensive liaison with research universities because they are critical to the successful execution of the DoD basic research program. BSO has an internal consultative group, the Defense Basic Research Advisory Group (DBRAG), composed of the Military Service and other research office senior managers, and is forming a basic sciences external advisory committee.

The support sought encompasses a variety of activities required to analyze and monitor scientific breadth and funding of basic research programs implemented by the Service and Defense Agencies and to plan, coordinate, conduct and document research reviews involving university and defense laboratory researchers, defense and other government officials, and industry personnel. The contractor shall provide one FTE with: a demonstrated understanding and appreciation of the DoD basic research enterprise, technical writing experience, the ability to analyze and solve problems, planning skills, Microsoft Office skills to include Excel and PowerPoint, and the ability to present information. Part 5 of this Performance Work Statement provides each specific task to be performed.

1.4 Applicable Documents

Publications	Title
36 CFR 1194 Section 508 of the Rehabilitation Act of 1973	http://www.section508.gov/
Contractor Performance Assessment Report System (CPARS)	http://cpars.navy.mil/
DoD Instruction 3210.1	Administration and Support of Basic Research by the Department of Defense

Part 2: DEFINITIONS

PWS: Performance Work Statement

PPBE: Planning, Programming, Budgeting, and Execution

Contracting Officer’s Representative (COR): A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor

Defective Service: A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control: Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Assurance: Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.

Advisory and assistance services: Those services provided under contract by nongovernmental sources.

Task Order: An individual requirement for services issued against an existing contract.

Part 3: GOVERNMENT FURNISHED

The government shall provide, the facilities, equipment, materials, and/or services listed below. Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

As determined by mutual agreement, the Government will provide additional property that may be required in the performance of this effort.

At the request of the Government, or at completion of this effort, the contractor will immediately return any Government-provided property, including any equipment, specialized or off-the-shelf software, and all other property provided by the Government for the contractor to use to complete this effort.

3.1 Information

The government will provide the contractors with access to relevant government facilities, studies, reports, data, and key staff as required to perform the Tasks contained in this PWS. The government will provide timely feedback and comments on contractor draft deliverables within ten (10) working days of receipt, to ensure final deliverables are received in a timely manner.

3.2 Utilities

All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

3.3 Facilities

When applicable, the Government will furnish the necessary workspace for the contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment. The contractor will be allowed access to the Government's facilities, as specified below:

- Pentagon, to include issuance of building passes to qualified contractor personnel supporting these tasks. Building pass/access requests shall identify the visit frequency requirement.

Additionally, the Basic Science Office will initiate DD Form 2345 for access to Defense Technical Information Center (DTIC) and send announcements to appropriate service or agency points of contact to facilitate the contractor's access related to specific task requirements. These announcements will identify access and support requirements related to the task. The office will work with the services/agencies and the contractor to ensure timely support needed to carry out directed activities.

Part 4: CONTRACTOR FURNISHED

Except for those items specifically stated to be government furnished in Part 3, the contractor shall furnish everything required to perform this PWS. In fulfillment of this effort, the Contractor will provide the deliverables identified in Section 7. All deliverables will be submitted to the COR, unless otherwise agreed upon.

Part 5: SPECIFIC REQUIREMENTS

5.1 Place(s) of Performance

The contractor is responsible for conducting analytical support between the hours of 8:00am to 5:00pm Monday thru 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. 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 for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

5.2 Recognized Holidays

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

5.3 Period of Performance

The period of performance shall be for one (1) base year of 12 months and four (4) 12-month option years.

5.4 Specifics

5.4.1 The contractor shall provide personnel to perform the following:

- Assist with basic research program oversight to include: gather information, review Component research portfolios, collect and assemble Services funding and budget data,

analyze and compare the data to identify trends, maintain and update the data as needed, prepare viewgraphs, spreadsheets, and slides that depict the data, assist in writing and reviewing reports relating to the basic research program.

- Research reviews such as Basic Research Program Review and MURI program review. The support sought encompasses a variety of activities required to plan, coordinate, conduct and document research reviews involving university and defense laboratory researchers, defense and other government officials, and industry personnel such as drafting agenda topics, developing conference materials, and documenting the proceedings.
- General analysis. The support encompasses a variety of activities required to research issues, perform analysis, prepare background materials, and formulate recommendations.
- Draft read-ahead materials.
- Analyze other basic research related topics as needed. Provide analysis, develop courses of action, analyze the advantages and disadvantages of the courses of action and formulate recommendations.
- Assist in drafting, aligning and updating the Basic Research Plan or other strategic planning documents.
- Develop and use specialized spreadsheets to analyze Basic Research Program financial and budget issues. Draft white papers and presentations to keep leadership apprised of any program financial and budget issues.
- Continuously provide decision support to leadership/management.

5.4.2 The contractor shall be prepared to be on-site within ten (10) days after contract award (e.g., in the Pentagon or other ODDR&E designated office locations).

5.4.3 The scope of this Performance Work Statement encompasses technical, analytical, and research program oversight support to assist in all aspects of Basic Science Office activities.

5.4.4 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

5.5 Miscellaneous Services.

5.5.1 Orientation Briefing: Within two weeks of award, the contractor will conduct an initial orientation briefing. The intent of the briefing is to facilitate the communication process between the Government and the contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of requirements and objectives. The orientation briefing will be held at a location and date and time mutually agreed upon by both parties.

Part 6: ADMINISTRATIVE REQUIREMENTS

The following security requirements (sections 6.1, 6.2, and 6.3) are mandatory and non-negotiable:

6.1 Clearances

Contractor personnel assigned to this task and working (assigned desk space) within the ODDR&E office space shall have and maintain a Secret clearance. The Contractor should have the capability to transport classified information to and from their corporate offices and store classified materials up to "Secret" level at their off-site office spaces. Security procedures will be in accordance with DOD 5220.22-M, "National Industrial Security Program" (NISPOM); and DOD 5220.22-M-S, "National Industrial Security Program Supplement" (NISPOMSIP).

6.2 Facility Clearance

If Secret information is required to be retained at the contractor facility, the Contractor shall possess or be eligible to receive and maintain a SECRET facility clearance from the Defense Security Service. If the contractor is required to have access, generate or work with any classified information, any Contractor's employees performing work in support of this contract shall possess or be able to be granted a SECRET (or the applicable security level) clearance from the Defense Industrial Security Clearance Office.

6.3 Security Requirements

6.3.1 Physical Security: The contractor shall be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

6.3.2 Disclosure of Information. Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written consent of the Contracting Officer (CO). Contractor and/or contractor personnel will not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer (CO). The contractor will not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein will preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

6.3.2.1 The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which is not considered public information. Each Contractor or employee of the Contractor to whom information may be made available or

disclosed shall be notified in writing by the Contractor that such information may be disclosed only for purposes and to the extent authorized herein. The Contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the government has conducted the appropriate security review and granted written approval (e.g. posting information to a public website). Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

6.4 Personnel.

6.4.1 The contractor who works on-site shall have the following qualifications:

- Bachelor's degree in a technical field or equivalent experience.
- 5-10 years general experience.
- Demonstrated understanding and appreciation of the basic research enterprise of the Department.
- ADP skills necessary to complete the tasks in this PWS.
- Ability to independently, assess problems, and develop creative solutions with minimum supervision.
- Ability to prepare, coordinate, and present information on complex subjects in a concise and understandable manner to personnel at any level.

6.4.2 It is desired that the contractor who works on-site have the following qualifications:

- Previous employment in the Federal Government.
- Experience as a technical writer.
- Research program oversight.
- Experience with the DoD Planning, Programming, Budget Execution System (PPBES)

6.4.3 Additional expertise: If additional expertise becomes required, the Government will be responsible for providing the training deemed necessary.

6.5 Quality Control (QC)

The Contractor shall institute a complete QC Program to ensure that the requirements of this contract are fulfilled as specified. The Contractor shall include the following elements in the program:

- A comprehensive inspection system of all the scheduled and unscheduled services required in this document.
- A proactive methodology to identify and correct problems before the Government identifies these problems.

6.6 Travel

The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the COR or Government Technical Representative (GTR) under this effort. All travel shall be approved, by the COR or GTR, prior to commencement of travel. The contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with FAR 31.205-46, "Travel costs."

Work will be performed in contractor and government facilities located in Ballston and Arlington, VA. Travel requirements include travel to and from the Pentagon and other government facilities within Washington DC area.

Travel may also be required in support of other activities, such as attendance at related conferences and forums.

7.0 DELIVERABLES

All deliverables must meet professional standards and meet the requirements set forth in contractual documentation. The contractor will be responsible for delivering all end items specified. All deliverables developed under this task order become the property of the US Government. Specific deliverables under this task and the dates that they must be delivered will be as mutually agreed upon between the government and the contractor.

Unless otherwise specified, the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor will have a maximum of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be calendar days unless otherwise specified. The format for individual deliverables will be the contractor's standard format for written reports and client presentations. All documents will be provided in either hard copy and/or electronically as requested by the COR. Electronic documents will be provided in the appropriate Microsoft Office format (e.g., Word or PowerPoint); if appropriate, the Government may be asked that they be provided in compressed or PDF format.

The format for individual deliverables will be determined through consultation between the COR and the contractor at the orientation briefing and identified in writing then provided to the contracting office, COR, and the contractor. Products that reflect the contractor's analysis and opinion (e.g., studies or analyses) may be in contractor format. Products that are to be used by the Basic Science Office in the execution of their responsibilities (e.g., strategy documents, reports, plans, analysis and briefings) will be in a specified Government format. All documents will be provided in either hard copy or electronically as requested by the COR. Electronic documents will be provided in the appropriate Microsoft Office format (e.g., Word or PowerPoint); if appropriate, the Government may ask that they be provided in compressed or PDF format.

In fulfillment of this effort, the contractor shall provide the deliverables identified in this section. All deliverables shall be submitted to the Basic Science Office and selected representatives, unless otherwise agreed upon. In addition to the reports listed below, additional reports/products may be requested as deemed necessary:

Title	Delivery Date/Description
Monthly Progress Report describing activities during previous month, problems encountered, proposed solutions and any additional concerns or items for discussion.	The tenth work day of every month, electronically
Meeting materials	1 week prior to meeting
Trip Reports	Five business days after completion of travel, electronically
Funds Status Report also showing man-hours billed by labor category, and other cost-reimbursable categories such as travel.	The fifteenth work day of every month, electronically

7.1 Final Results Briefing

Contractor will prepare a final results briefing for all work performed under this contract. The briefing will be presented to the COR 10 calendar days prior to contract conclusion.

8.0 PERFORMANCE OBJECTIVES

8.1 Quality Assurance Plan:

The government shall evaluate the contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

8.2 Performance Thresholds

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. General quality measures, as set forth below, will be applied to each work product received from the contractor under this performance work statement.

- Accuracy - Work Products will be accurate in presentation, technical content, and adherence to accepted elements of style. Written documents will be in formats as specified above and shall be 99% free of grammar and spelling errors.
- Appearance - All work products will be neat and attractive, reflecting the role that ODDR&E fulfills and the level at which work products will be used.
- Clarity - Work Products will be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this performance work statement.
- File Editing - All text and diagrammatic files will be editable by the Government.
- Format - Work Products will be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness - Work Products will be submitted on or before the due date specified in this performance work statement or submitted in accordance with a later scheduled date determined by the Government.

Section SF 1449 - CONTINUATION SHEET

This order is issued under and pursuant to the provisions of HQ0034-09-A-3010 (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this order, remain in full force and effect.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Technical Support Services- Base Year FFP The Contractor shall provide Mission Support Services in accordance with the attached Statement of Work. Booz Allen Hamilton Labor Rates IAW GSA Contract Number GS-23F-9755H. Period of Performance effective 27 September 2010 through 26 April 2011. PURCHASE REQUEST NUMBER: BBO80420101300	7	Months	(b)(4)	(b)(4)
				NET AMT	(b)(4)
ACRN AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel and Other Direct Costs- Base Year COST The contractor shall be reimbursed for miscellaneous items in support of this contract. Travel for this contract must be in accordance with FAR 31.205-46. Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Period of Performance effective 27 September 2010 through 26 April 2011. Travel and ODCs NTE (b)(4) PURCHASE REQUEST NUMBER: BBO80420101300		Dollars, U.S.		(b)(4)
				ESTIMATED COST	(b)(4)
ACRN AA					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		5	Months	(b)(4)	(b)(4)
OPTION	Technical Support Services- Base Year				

FFP
 The Contractor shall provide Mission Support Services in accordance with the attached Statement of Work. Booz Allen Hamilton Labor Rates IAW GSA Contract Number GS-23F-9755H. Period of Performance effective 27 April 2011 through 26 September 2011.

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Dollars, U.S.		(b)(4)
OPTION	Travel and Other Direct Costs- Base Year				

COST
 The contractor shall be reimbursed for miscellaneous items in support of this contract. Travel for this contract must be in accordance with FAR 31.205-46. Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Period of Performance effective 27 April 2011 through 26 September 2011. Travel and ODCs NTE (b)(4)

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months	(b)(4)	(b)(4)
OPTION	Technical Support Services- Base Year FFP The Contractor shall provide Mission Support Services in accordance with the attached Statement of Work. Booz Allen Hamilton Labor Rates IAW GSA Contract Number GS-23F-9755H. Period of Performance effective 27 September 2011 through 26 September 2012.				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Dollars, U.S.		(b)(4)
OPTION	Travel and Other Direct Costs- Base Year COST The contractor shall be reimbursed for miscellaneous items in support of this contract. Travel for this contract must be in accordance with FAR 31.205-46. Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Period of Performance effective 27 September 2011 through 26 September 2012. Travel and ODCs NTE (b)(4)				
ESTIMATED COST					(b)(4)

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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 27-SEP-2010 TO 26-APR-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287
0002	POP 27-SEP-2010 TO 26-APR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
1001	POP 27-APR-2011 TO 26-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
1002	POP 27-APR-2011 TO 26-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2001	POP 27-SEP-2011 TO 26-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
2002	POP 27-SEP-2010 TO 26-APR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287

ACCOUNTING AND APPROPRIATION DATA

AA: 97 9 0400.1120 P9120 0401 2523 S49447 DWAC90137

AMOUNT: \$190,254.88

CIN BBO804201013000001CLIN0001: \$186,254.88

CIN BBO804201013000001CLIN0002: \$4,000.00

A&PO INV

WHS A&PO WAWF INVOICING INSTRUCTIONS (Mar 2009)

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.cb.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 select from the following invoice types:

2-n-1 - if invoicing for Services Only

Combo - if invoicing for Supplies Only

Combo - if invoicing for a combination of Supplies and Services

Cost Voucher - if invoicing for Cost Type/Reimbursable Contracts

****Cost Vouchers are only used when contracts/orders require invoices be sent to DCAA for approval.**

Grant and Cooperative Agreement Voucher – If requesting payment for a Grant or Cooperative Agreement

Back up documentation may be attached to the invoice in WAWF under the “Misc Info” tab.

Fill in all applicable information under each tab.

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

Contract Number	HQ0034-09-A-3010
Delivery Order	0002
Pay DoDAAC	HQ0338
Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034
Inspect By DoDAAC/Extention	HQ0157
Service Acceptor DODAAC/Extension or Ship to DODAAC/Extension or Service Approver DODAAC/Extension or Grant Approver DODAAC/Extension	HQ0287
DCAA Auditor DODAAC/Extension	N/A
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.

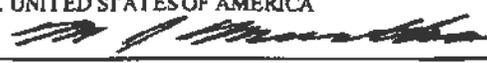
Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- 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 gloria.lovett@osd.mil and kim.fernandez@whs.mil 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				I. CONTRACT ID CODE	PAGE OF PAGES	
				J	1 6	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 27-Apr-2011	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)		
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209-2133	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. LATIMAR CHAMBERS 8283 GREENSBORO DR MCLEAN VA 22102-4804				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0002	
				X	10B. DATED (SEE ITEM 13) 23-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 4. 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:</p> <p>(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).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR 52.217-9 Option to Extend the Term of the Contract.						
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: fatimarr211970 The purpose of this modification is to exercise Option Period One (1). As a result of this modification, the period of performance has been extended from April 27, 2011 to September 26, 2011.						
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: 703-606-2476 EMAIL: michael.murtha@wbs.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 28-Apr-2011	

SUBCLIN 100201:
Funding on SUBCLIN 100201 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 971004001120P07970401255YS49447 DWAC00186

Increase: \$960.80

Total: \$960.80

DELIVERIES AND PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UTC
POP 27-SEP-2010 TO 26-APR-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UTC
POP 27-SEP-2010 TO 26-APR-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UTC
POP 27-SEP-2010 TO 26-APR-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 27-SEP-2010 TO 26-APR-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 27-APR-2011 TO 26-SEP-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 27-APR-2011 TO 26-SEP-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 27-APR-2011 TO 26-SEP-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 27-APR-2011 TO 26-SEP-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287
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The following Delivery Schedule item for CLIN 2001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 27-SEP-2011 TO 26-SEP-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 27-SEP-2011 TO 26-SEP-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

The following Delivery Schedule item for CLIN 2002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 27-SEP-2010 TO 26-APR-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 27-SEP-2010 TO N/A
26-APR-2011

OSD DEFENSE RESEARCH AND
ENGINEERING

HQ0287

(b)(6)

3030 DEFENSE PENTAGON, RM (b)(6)

WASHINGTON DC 20301-3030

(b)(6)

FOB: Destination

INSPECTION AND ACCEPTANCE

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES
			J	1 4
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 27-Sep-2011	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 177 NORTH KENT ST SUITE 4800 ARLINGTON VA 22209-2133		CODE HQ0034
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOOZ ALLEN HAMILTON INC. KIMBERLY PARKER 5280 GREENSBORO DR MCLEAN VA 22102-4804			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3010-0002	
			X 10B. DATED (SEE ITEM 13) 23-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 extended by one of the following methods:</p> <p>(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 CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to extend the terms of the contract				
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: storx111711 The purpose of this modification is to: 1. Exercise Option Year Two 2. All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL MURTHA / CONTRACTING OFFICER TEL: 703-696-2478 EMAIL: michael.murtha@wbs.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 27-Sep-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 2001

The option status has changed from Option to Option Exercised.

SUBCLIN 200101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200101	Funding SUBCLIN FFP Contractor shall invoice for CLIN 2001, using this SUBCLIN.				\$0.00
				NET AMT	\$0.00
	ACRN AC				(b)(4)

SUBCLIN 200102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200102	Funding SUBCLIN FFP Contractor shall invoice for CLIN 2001, using this SUBCLIN.				\$0.00
				NET AMT	\$0.00
	ACRN AD				(b)(4)

SUBCLIN 200103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200103	Funding SUBCLIN FFP Contractor shall invoice for CLIN 2001, using this SUBCLIN.				\$0.00

NET AMT \$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 \$324,164.00 from \$324,254.88 to \$648,418.88.

SUBCLIN 200101:
Funding on SUBCLIN 200101 is initiated as follows:

ACRN: AC
CIN: HQ0287125500020000001
Acctng Data: 97 1 0400.1120 P1797 0401 255Y S49447 DWAC10209
Increase: \$120,164.00
Total: \$120,164.00

SUBCLIN 200102:
Funding on SUBCLIN 200102 is initiated as follows:

ACRN: AD
CIN: HQ0287125200020000001
Acctng Data: 97 0 0400.1120 P0649 0401 255Y S49447 DWAC00205
Increase: \$142,000.00
Total: \$142,000.00

SUBCLIN 200103:
Funding on SUBCLIN 200103 is initiated as follows:

ACRN: AE

CTN: HQ0287125200010000001

Acctng Data: 97 0 0400.1120 P0534 0401 255Y S49447 DWAC00204

Increase: \$62,000.00

Total: \$62,000.00

DELIVERIES AND PERFORMANCE

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 27-APR-2011 TO 26-SEP-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 27-APR-2010 TO 26-SEP-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6) 3030 DEFENSE PENTAGON, RM (b)(6) WASHINGTON DC 20301-3030 (b)(6) FOB: Destination	HQ0287

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 200101:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 200102:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 200103:

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

(End of Summary of Changes)