

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUEST NUMBER		PAGE 1 OF 23	
2. CONTRACT NO. HQ0034-09-A-3019		3. APPROXIMATE DATE 18-Mar-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0034-09-R-3002	
7. SOLICITATION INFORMATION CENTER		a. NAME JAMES WAGGONER		b. TELEPHONE NUMBER (No Collect Calls) 703-588-1141		8. OFFER/DUE DATE/LOCAL TIME 11:00 AM 25 Nov 2008	
9. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1700 N MOORE STREET SUITE 1425 ROSSLYN VA 22209-1901 TEL. FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> B(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 541611		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR BOOZ ALLEN HAMILTON INC HEATHER BOSETR 8283 GREENSBORO DR MCLEAN VA 22102-4904 TEL. (703) 917-2337		CODE 17038		18a. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						25. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1 52.212-4 FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.717-4 FAR 52.717-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT. REFERENCE <input checked="" type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				11a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		11b. DATE SIGNED 18 May 2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		11b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lisa R. Adams / Contracting Officer MAIL: 1100 WFAA EMAIL: Lisa.Adams@wfaa.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 (CONTINUED)
 PAGE 2 OF 23

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

ALL QUANTITIES IN COLUMN 21 HAS BEEN REORDERED REORDERED AND CONFIRMS TO THE CONTRACT EXCEPT AS NOTED

25. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 26. DATE
 27. PRINT NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

28. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 29. PHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

30. NAME OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 31. CHECK NUMBER

32. SHIP NUMBER
 33. ORDER NUMBER
 34. AMOUNT APPROVED FOR PAYMENT
 35. PAYMENT METHOD CASH CHECK ADVANCE
 36. PARTIAL FINAL

37. SR ACCOUNT NUMBER
 38. SR ORDER NUMBER
 39. SPECIAL ACCOUNTS COMMENTS AND REQUEST FOR PAYMENT FOR RECEIVED BY DATE
 40. SIGNATURE AND TITLE OF ORDERING OFFICER
 41. DATE
 42. RECEIVED AT OFFICE
 43. DATE RECEIVED AT OFFICE
 44. DATE RECEIVED AT OFFICE
 45. DATE RECEIVED AT OFFICE

46. AUTHORIZED FOR GOAL REDUCTION
 47. PREVIOUS EDITION IS NOT USABLE

Section SF 1449 - CONTINUATION SHEET

BPA INFORMATION
BPA STRUCTURE

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

The following Schedule applies to this agreement:

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

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

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

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

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

Scope

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

Obligation of Funds

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

BPA Users

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

Authorized BPA Callers

WHS A&PO OSD Studies Division Contracting Officers.

BPA Administrator

The administrator for the BPA will be:

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

Contractor Information

CONTRACTOR ADDRESS and POC

Name: Booz Allen Hamilton Inc. (BAH)
Address: 8283 Greensboro Drive, McLean, VA 22102
Phone: 888-224-7041
Fax: 703-902-3200
Email: mobis@bah.com

FINANCIAL INFORMATION (All FBD)

Banking Institution: Vendor is required to register in Wide Area Work Flow (WAWF)
Routing/Transmit Number:
Account Number:
Type of Account:
Taxpayer ID Number:

Types of Orders

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

Required Confidentiality Agreements

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

BPA ADMINISTRATION

1. Contracting Officer's Representative (COR)

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

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

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

2. Contractor Visits

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

3. BPA Management

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

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

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

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

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

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

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

4. Travel

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

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

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

5. Invoicing Instructions

The Contractor shall invoice per BPA task order.

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when submitting invoices and

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

The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.cb.mil>, within ten (10) days after award of the BPA or modification incorporating WAWF-RA into the BPA. Step by step procedures to register are available at the <https://wawf.cb.mil>

The W118 WAWF-RA point of contact will be identified for each Task Order. The contractor is directed to use the "2 in 1" format when submitting invoices and receiving reports.

When entering the invoice into WAWF-RA enter in the following fields these DoDAAC or DoDAAC' extensions:
 "Issue by DoDAAC" field enter **HQ0034**
 "Admin DoDAAC" field enter **HQ0034**
 "Payment DoDAAC" field enter **HQ0338**
 "Ship to Code - EX1" field enter in **HQ0034** and **Info will be filled in at the time of task order award**
 "Inspect By DoDAAC - EX1" **Info will be filled in at the time of task order award**
 "LPO DoDAAC - EX1" fields - "Leave blank"

In some situations WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin DoDAAC" and "Payment DoDAAC". Contractors shall verify these DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Shipment numbers must be formatted as follows:

- For Services, enter 'SER' followed by the last four (4) digits of the invoice number.
- For Construction, enter 'CON' followed by the last four (4) digits of the invoice number.
- For Supplies, enter 'SUP' followed by the last 4 digits of the invoice number.
- If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractors shall click on "Send More Email Notification" on the page that appears. Contractors shall insert email addresses identified in the Task Order in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

CLAUSES INCORPORATED BY REFERENCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. In addition, the full text of a clause may be accessed electronically at this these addresses: _____ and _____.

End of Clause)

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

52.233-1	Disputes	JUL 2002
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-6	Inspection of Services - Time and Materials and Labor Hour	MAY 2001
252.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7000	Disclosure of Information	DEC 1991
252-204-7003	Control of Government Personnel Work Product	APR 1992
252.212-7000	Offeror Representations and Certification	
	Commercial Items	JUN 2005
252.212-7001	Contract Terms and Conditions Required to Implement Status of Executive Orders Applicable to Defense Acquisitions of Commercial Items	APR 2007
252.232-7003	Electronic Submission and Payment Requests	MAR 2007
252.246-7000	Material Inspection and Receiving Report	MAR 2003

52.217-8 -- Option to Extend Services.

As prescribed in (f), insert a clause substantially the same as the following:

Option to Extend Services (Nov 1999)

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

(End of Clause)

OTHER CLAUSES

f. Organizational Conflict of Interest (OCI)

- a. Purpose: The primary purpose of this clause is to aid in ensuring that:
- (1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to any work issued pursuant to this agreement;
 - (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information regarding the Government's program plans and actual or anticipated resources; and
 - (3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.
- b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for the purposes of this clause is any information considered to be

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

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

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

- c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract," "Contractor," and "Contracting Officer," will be appropriately modified to preserve the Government's rights.
- d. Disclosures: If the Contractor discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall be made on the OCI Analysis Disclosure Form provided as an Attachment to this agreement, and shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.
- e. Remedies and Waiver:
 - (1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or the contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for the convenience of the Government if such termination is deemed to be in the best interest of the Government.
- f. Modifications: Prior to contract modification, when the Task Order PWS is changed to add new work or the period of performance is significantly increased, the Contracting Officer may require the Contractor to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

2. Ordering

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

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

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

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

3. Other Terms and Conditions

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

4. Small Business Participation/Reporting

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

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

Report results will be reviewed against WISFY2008 Subcontracting Goals set forth below; and the Contractors demonstrated commitment to supporting the Governments goal of cultivating small business sources in support of OUSD (Policy) will also be evaluated. Additionally, option exercise will be linked to the afore-mentioned review results.

WISFY 2009 Subcontracting Goals

Small business	41%
Small-disadvantaged business	15%
Woman-owned small business	6.5%

HUB Zone 4.5%

Service-Disabled Veteran-Owned Small Business 3%

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

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

5. Option Exercise

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

6. Key Personnel

(b)(6)

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

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

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

**PERFORMANCE WORK STATEMENT
FOR
MISSION SUPPORT SERVICES**

1.0 BACKGROUND

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

2.0 WORK ENVIRONMENT

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

3.0 OBJECTIVES

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

4.0 SCOPE

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

5.0 GENERAL INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

6.0 REQUIREMENTS

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

6.1 Professional, Technical, and Analytical Support

- 6.1.1 Provide professional, technical, and analytical personnel capable of addressing a wide range of policy issues related to the overall mission of the Office of the Under Secretary of Defense (Policy). These issues may include, but not be limited to, subject matter experts in each geographic, demographic, and culture area the world; strategies, policies, and long term security measures; analytical and technical support in such areas as anti-terrorism, domestic force protection, and installation preparedness policy; and defense support for civil authorities, crisis management and defense continuity, and defense and security policies.
- 6.1.2 Provide assistance in developing the Security Cooperation Guidance and subsidiary guidance; provide expertise on technology policy and assist with policy on non-nation state threats, including counter narcotics and WMD.
- 6.1.3 Provide support and assistance concerning legislative issues and strategic communication strategies in support of Policy's mission.
- 6.1.4 Provide technical and analytical support on special operations, strategic capabilities, stability operations and force transformation.
- 6.1.5 Provide studies and analysis, and on-site technical support for OUSD Policy's global strategy development; assist with providing long-term security strategy planning (e.g. the Quadrennial Defense Review (QDR)).

6.2 Freedom of Information-Mandatory Declassification Review Support

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

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

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

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

6.3 Support to the Policy Security Office

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

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

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

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

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

6.4 Management Support

6.4.1 Provide program management support, including scheduling and reporting.

6.4.2 Support policy development resulting from various management initiatives.

6.5 General Administrative, Secretarial and Clerical Support

a. DTS and Travel Support

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

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

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

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

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

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

b. Clerical and Administrative Support

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

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

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

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

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

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

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

c. Event Support

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

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

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

6.5.17 Schedule air and ground transportation.

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

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

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

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

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

d. Document Management Support

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

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

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

e. Document Review Support

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

6.6 Editorial Support Services

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

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

6.7 Briefings and Presentation Support

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

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

6.8 Quadrennial Defense Review (QDR) Support

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

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

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

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

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

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

7.0 ADMINISTRATIVE CONDITIONS

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

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

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

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

8.0 DELIVERABLES (See Technical Exhibit 2)

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

writing (e-mail is acceptable). The contractor shall keep this e-mail on file for the duration of the task order.

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

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

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

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

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

9.0 GOVERNMENT FURNISHED EQUIPMENT AND GOVERNMENT FURNISHED INFORMATION

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

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

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

10.0 SECURITY

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

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

10.3 The contractor shall be responsible for keys provided to the contractor by the Government. The contractor shall not duplicate keys, nor allow them to be used by unauthorized contractor personnel. The contractor shall develop and implement procedures to ensure that the keys issued to the contractor by the Government are safeguarded. The contractor shall report any occurrence of misplaced keys to the Installation Representative and or Task Monitor within 24 hours after discovery of occurrence. In the event a key is misplaced or lost, all locks and keys for the Government will be replaced for that system.

11.0 PLACE OF PERFORMANCE

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

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

12.0 SECTION 508 COMPLIANCE

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

Electronic and Information Technology, in part, as "any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The standards define the type of technology covered and set forth provisions that establish a minimum level of accessibility. The application section of the standards (1194.21) outlines the scope and coverage of the standards. The standards cover the full range of electronic and information technologies in the Federal sector, including those used for communication, duplication, computing, storage, presentation, control, transport, and production. This includes computers, software, networks, peripherals, and other types of electronic office equipment.

Technical Exhibit I**QUALITY PLAN - PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

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

Performance Objective	Standard	Performance Threshold	Method of Surveillance	Incentive/Disincentive
PRS #1 For each Task Order, the Contractor, in a timely fashion, provides appropriately skilled professional personnel with necessary security clearances to support OUSD(P) in accomplishment of its mission.	Skilled, motivated, and sufficiently cleared support personnel report to work within 17 days of vacancy being identified.	No more than one (1) transgression per 90 day period.	Client Interview	Past Performance Rating: Option Exercise
PRS #2 The Contractor recruits and maintains a stable and talented workforce that effectively supports the OUSD(P) mission requirements.	Minimal turbulence and turnover in the workforce that promotes a stable and productive work environment, with a reduced learning curve and task repetition.	No more than one related episode per 90 day period.	Client Interview	Past Performance Rating: Option Exercise
PRS #3 The Contractor's	All deliverables and	No more than	Client	Past Performance

<p>workforce consistently generates timely work product of high quality.</p>	<p>written products, including but not limited to Position Papers, White Papers, Briefing Material, meeting summaries, and issue papers, reflect thorough research in and knowledge of the topic at hand; articulate clear conclusions and/or recommendations, as appropriate; all material is written and formatted as directed; reflects Government guidance on draft and final material and is comprehensive, coherent, accurate, timely, and complete.</p> <p>Professional advice and assistance is rendered pro-actively; is thorough and well thought out; is rational, executable, and supportable.</p>	<p>three transgressions per 90 day period.</p>	<p>Interview</p>	<p>Rating: Option Exercise</p>
<p>PRS #4 Contractor results under Clause E.4 "Small Business Participation Reporting" herein.</p>	<p>WHS FY 2009 Subcontracting Goals</p>	<p>Contractor effort to meet WHS FY 2009 Subcontracting Goals.</p>	<p>Reflected in Quarterly deliverable report.</p>	<p>Past Performance Rating: Option Exercise, Task Order Award</p>

End of Technical Exhibit 1

Technical Exhibit 2

SCHEDULE OF DELIVERABLES

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

End of Technical Exhibit 2

CLAUSES INCORPORATED BY REFERENCE

52.252-2 Clauses Incorporated By Reference FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

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

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

X 52.203-3, Gratuities (APR 1984) (101 U.S.C. 2207).

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

- (1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).
- (2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (D) (C 1991) (101 U.S.C. 2416).
- (3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 101a-10d, E.O. 10582).

- (6) 252.225-7012, Preference for Certain Domestic Commodities (DLC 2008) (10 U.S.C. 2533a).
 - (7) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
 - (8) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
 - (9) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
 - (10) 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 - (11) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
 - (12) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
 - (13)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
 - (ii) Alternate I (OCT 2006) of 252.225-7036.
 - (14) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
 - (15) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
 - (16) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
 - (17) X 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
 - (18) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
 - (19) X 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
 - (20) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).0
 - (21)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (ii) Alternate I (MAR 2000) of 252.247-7023.
 - (iii) Alternate II (MAR 2000) of 252.247-7023.
 - (iv) Alternate III (MAY 2002) of 252.247-7023.
 - (22) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (c) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include

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the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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

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

3 AWARD OFFER NUMBER: H00034-09-R-3002
 4 ORDER NUMBER: H00034-09-R-3002
 5 CONTRACTOR NAME: JAMES WAGGONER

6 SOLICITATION NUMBER: H00034-09-R-3002
 7 DATE OF SOLICITATION: 15-OCT-2008
 8 ORDER DATE: 11 00 AM 25 NOV 2008

9 ISSUED BY: JAMES WAGGONER
 10 CONTRACTOR CODE: H00034

11 ADDRESS & PROGRAM: 100 N MOORE STREET, SUITE 100, ROSSLYN VA 22091-1501
 12 CONTACT: FAX: TEL:
 13 DELIVER TO: CODE: H00034

14 ADMINISTRATION: X UNRESTRICTED
 15 SET ASIDE: 5B
 16 SCHEDULED VENDOR: 5A
 17 EMERGING SB: 5C
 18 SCHEDULED VENDOR: 5D
 19 SCHEDULED VENDOR: 5E
 20 SCHEDULED VENDOR: 5F
 21 SCHEDULED VENDOR: 5G
 22 SCHEDULED VENDOR: 5H
 23 SCHEDULED VENDOR: 5I
 24 SCHEDULED VENDOR: 5J
 25 SCHEDULED VENDOR: 5K
 26 SCHEDULED VENDOR: 5L
 27 SCHEDULED VENDOR: 5M
 28 SCHEDULED VENDOR: 5N
 29 SCHEDULED VENDOR: 5O
 30 SCHEDULED VENDOR: 5P
 31 SCHEDULED VENDOR: 5Q
 32 SCHEDULED VENDOR: 5R
 33 SCHEDULED VENDOR: 5S
 34 SCHEDULED VENDOR: 5T
 35 SCHEDULED VENDOR: 5U
 36 SCHEDULED VENDOR: 5V
 37 SCHEDULED VENDOR: 5W
 38 SCHEDULED VENDOR: 5X
 39 SCHEDULED VENDOR: 5Y
 40 SCHEDULED VENDOR: 5Z

15 DELIVER TO: CODE: H00034
 16 CONTRACTOR/ORDER CODE: H00034
 17 CONTRACTOR/ORDER CODE: H00034

18 CONTRACTOR/ORDER CODE: H00034
 19 CONTRACTOR/ORDER CODE: H00034

20 CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER: H00034
 21 SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: H00034
 22 SEE ADDENDUM: H00034

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

25 ACCOUNTING AND APPROVAL DATA
 26 TOTAL AWARD AMOUNT FOR GOVT USE ONLY

27 SOLICITATION INCORPORATES BY REFERENCE FOR WHICH THE FOLLOWING ARE ATTACHED: APPEND A [] APPEND B [] APPEND C [] APPEND D [] APPEND E [] APPEND F [] APPEND G [] APPEND H [] APPEND I [] APPEND J [] APPEND K [] APPEND L [] APPEND M [] APPEND N [] APPEND O [] APPEND P [] APPEND Q [] APPEND R [] APPEND S [] APPEND T [] APPEND U [] APPEND V [] APPEND W [] APPEND X [] APPEND Y [] APPEND Z []
 28 CONTRACT ORDER INCORPORATES BY REFERENCE FOR WHICH THE FOLLOWING ARE ATTACHED: APPEND A [] APPEND B [] APPEND C [] APPEND D [] APPEND E [] APPEND F [] APPEND G [] APPEND H [] APPEND I [] APPEND J [] APPEND K [] APPEND L [] APPEND M [] APPEND N [] APPEND O [] APPEND P [] APPEND Q [] APPEND R [] APPEND S [] APPEND T [] APPEND U [] APPEND V [] APPEND W [] APPEND X [] APPEND Y [] APPEND Z []
 29 CONTRACTING IS REQUIRED TO SIGN THIS CONTRACT AND RETURN COPIES TO AWARD OF CONTRACT REFERENCE: BLOCK 18a INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 30 SET FOR THE MEMBER IS ASSIGNED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 30b. NAME AND TITLE OF SIGNER
 30c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
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 FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 (CONTINUED)
 PAGE 2 OF 3

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

25 QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED AND COMES TO THE CONTRACT EXCEPT AS NOTED

26 SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 26 DATE
 27 PERMITTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

28 MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 29 TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 30 EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

31 SHEET NUMBER
 32 VOUCHER NUMBER
 33 ACCOUNT NUMBER
 34 VOUCHER NUMBER
 35 PAYMENT TYPE
 PAYABLE PARTIAL FINAL
 36 CHECK NUMBER

37 CERTIFY THIS ACCOUNT IS CORRECT AND REQUEST FOR PAYMENT OF THESE VOUCHERS
 38 SIGNATURE AND TITLE OF GOVERNING OFFICER
 39 DATE
 40 RECEIVED AT OFFICE
 41 DATE RECEIVED
 42 TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITIONS NOT USABLE

HQ0034-09-R-3002

Page 3 of 3

Section SF-1449 - CONTINUATION SHEET

DELIVERY INFORMATION

CTIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
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UIC

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO F00001	3. EFFECTIVE DATE 16-Apr-2009	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY <small>WPS ASSISTANT, FEDERAL ACQUISITION CENTER ACQUISITION CENTER ACQUISITION CENTER ACQUISITION CENTER</small>		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) 1007 ALLEN HAMILTON INC (b)(6) 823 CRITCHELTON DR MCHAMVA 27107-4001			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019		
CODE 17038			FACILITY CODE		
			X 10B. DATED (SEE ITEM 13) 18-Mar-2009		
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 letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by ICF section hearings, including solicitation/contract subject matter where feasible.) Modification Control Number: mc:mckec09953 The purpose of this modification is to add a rate matrix and address the contractor's actions in accordance with the above-numbered Blanket Purchase Agreement terms and conditions.					
<small>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.</small>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEAM MASS / CONTRACTING OFFICER FBI FD 585 1105 FMA# 1001000000@fma.gov		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED 16-Apr-2009

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

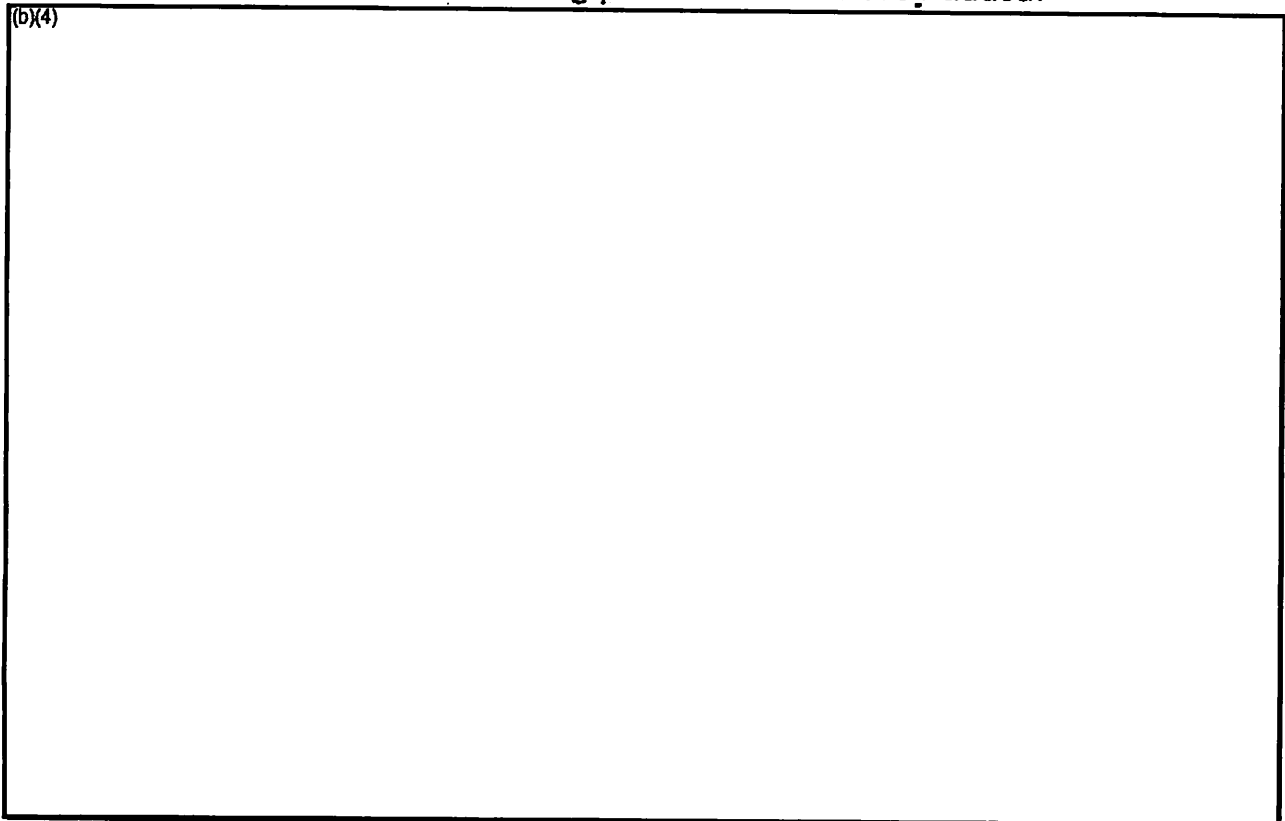
The following have been added by full text:

PURPOSE OF MODIFICATION

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

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

(b)(4)



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

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **FAIR OF FAHHS**
 1 | 2

2. AMENDMENT/MODIFICATION NO. **F00002**
 3. EFFECTIVE DATE **11-Jun-2009**
 4. REQUESTION/PURCHASE REQ. NO.
 5. PROJECT NO. (if applicable)

6. ISSUED BY **H00034** (CODE)
 7. ADMINISTERED BY (if other than item 6) **CODE**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
 See item 6

9A. AMENDMENT OF SOLICITATION NO.

98. DATED (SEE ITEM 11)	
10A. MCRN (IF CONTRACT/ORDER NO.)	H00034-09-A-3019
10B. DATED (SEE ITEM 13)	18-Mar-2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

CODE: 17038 FACILITY CODE:

The above numbered solicitation is awarded as set forth in Item 14. The hour and date specified for receipt of offers 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.
 (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 BIDDING OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE 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 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 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 ICF action headings, including solicitation/contract subject matter where feasible)
 Modification Control Number: **berry091147**
 The purpose of this modification is to add the CDE54 into the Blanket Purchase Agreement

15A. NAME AND TITLE OF SIGNER (Type or print)
 15B. CONTRACTOR/ORDER NO.
 15C. DATE SIGNED
 15D. CONTRACTOR/ORDER NO.
 15E. DATE SIGNED
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED: 11-Jun-2009
 16D. NAME AND TITLE OF CONTRACTING OFFICER
 16E. UNITED STATES OF AMERICA
 16F. DATE SIGNED: 11-Jun-2009

APPROVED BY ORN 11-84
 EXHIBITION TO SF 30
 (Signature of person authorized to sign)

BY (Signature of Contracting Officer)
 30-105-04

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

TABLE OF CONTENTS

The below Table of Contents has been added

Exhibit Attachment Table of Contents

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

The following have been added by full text:
DD 254
See attached DD 254

(End of Summary of Changes)

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING	
				a. FACILITY CLEARANCE REQUIRED	
				TOP SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED	
				Top Secret	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER HQ0034-09-A-3019		<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>	DATE (YYYYMMDD) 20090512
	b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO. DATE (YYYYMMDD)
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete item 5 in all cases)</i>	DATE (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If Yes, complete the following:</i> Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If Yes, complete the following:</i> In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
Booz Allen Hamilton Inc. 8283 Greensboro Dr. McLean, VA 22102-4904		17038	Defense Security Service 7010 Little River Turnpike, Suite 310 Annandale, Virginia 22003-0308		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
Various Offices in the Office of the Under Secretary of Defense (Policy) in the National Capital Region.					
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
Administrative, Technical and General Office Support for the Office of the Under Secretary of Defense (Policy)					
10. CONTRACTOR WILL REQUIRE ACCESS TO:					
	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY ON A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>	
b. RESTRICTED DATA	<input checked="" type="checkbox"/>		b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input checked="" type="checkbox"/>		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input checked="" type="checkbox"/>		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY	<input checked="" type="checkbox"/>	
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
g. NATO INFORMATION	<input checked="" type="checkbox"/>		i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input checked="" type="checkbox"/>		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
l. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l. OTHER <i>(Specify)</i>	<input checked="" type="checkbox"/>	
k. OTHER <i>(Specify)</i>	<input checked="" type="checkbox"/>		See Block 13		

DD FORM 254, DEC 1999

PREVIOUS EDITION IS OBSOLETE.

Reset

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release Direct Through (Specify)

Freedom of Information and Security Review Office. The contractor is responsible for obtaining the approval of OCA prior to release of any information received or generated under the contract, except for certain types of information authorized by the NISPOM. SCI Release is not authorized.

in the Directorate for Freedom of Information and Security Review Office of the Assistant Secretary of Defense (Public Affairs)* for review. *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13 SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying the guidance or if any other contributing factor indicates a need for changes in the guidance, the contractor is authorized and encouraged to provide recommended changes, to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/papers/copies referenced herein. Add additional pages as needed to provide complete guidance.)

8e/11a. Contract performance is restricted to: OUSD (Policy) offices within the National Capital Region and additional locations specified by the government contract monitor. All applicable provisions for DoD 5220.22M and NISPOM supplements apply. OUSD (Policy) will provide security classification guidance for the performance of this contract.

10b,c,d The U.S. National Archives and Records Agency (NARA), a federal agency, requires the contractor to have clearance to view Restricted Data, CNWDI, and formerly Restricted Data because RD, CNWDI, and formerly RD is intermixed with archival documents he must examine under the terms of the contract, for the 1970s period.

10b Access to Restricted Data requires a final U.S. Government Top Secret clearance, must be approved by the appropriate government agent as outlined in DoD Directive 5210.2. The contractor must follow the guidelines as required by DoD Directive 5210.2.

10c The contractor is permitted access to CNWDI in performance of this contract. The government program manager or designated representative will ensure the contractor security supervisor is briefed for CNWDI.

10d. Access to FORMERLY RESTRICTED DATA requires a final U.S. Government at the appropriate level as required in DoD 5200.1R and 5210.2

(see continuation sheet)

14. ADDITIONAL SECURITY REQUIREMENTS Requirements, in addition to ISM requirements, are established for this contract. Yes No (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

See attached SCI/Non SCI release of Intelligence Information for additional security requirements. Access to intelligence information requires a special briefing and a final Top Secret (US) clearance at appropriate level for TS/SCI. Prior approval of contracting activity is required for subcontracting.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)

SSO DIA has exclusive responsibility for all SCI classified material released to or developed under this contract. Defense Security Service (DSS) is relieved of security inspection responsibility for all such material. DSS retains oversight for collateral information and facility clearance requirements.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. PRINT NAME OF CERTIFYING OFFICIAL EDWARD J. RAUER		b. TITLE Program Analyst	c. TELEPHONE (Include Area Code) (703) 614-2402
d. ADDRESS (Include Zip Code) 2000 Defense Pentagon OUSA(P), Wash. DC 20301		17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICES <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY	
e. SIGNATURE Edward J. Rauer			

HQ0034-09-A-3019

DD254 Block 13 (cont)

- 10e(1). See attached SCI Release of Intelligence Information for additional security requirements. Prior approval of contracting activity is required for subcontracting. Access to Intelligence information requires SCI indoctrination and a final Top Secret U.S. Government clearance. Contractor will require access to DCID 6/1 and DCID 6/6. The names of contractor personnel requiring access to SCI shall be submitted to the contracting officer's representative (COR) for approval. The COR will approve and coordinate visits by contractor personnel to insure satisfactory justification. See attachment.
- 10e(2). See attached Non SCI Release of Intelligence Information for additional security requirements. Contractor will require access to DCID 6/5. See attachment.
- 10g. Special briefings are required for access to NATO information. Prior approval of the government program manager is required for subcontracting. Access to NATO information requires a FINAL U.S. Government clearance at the appropriate level and special briefings. Individuals must have a briefing in accordance with United States Security Authority for NATO (USSAN) Affairs Instruction 1-69 (5100.55 Enclosure 2). "United States Implementation of NATO Security Procedures", Section VI. The briefing ensures individuals with access to NATO information are aware of pertinent security regulations for safeguarding NATO classified information and the consequences of negligent handling. The Government Contracting Activity must authorize the hand-carrying of NATO classified material across international borders. This will only be authorized when urgent situation exists. Designated couriers must have a NATO Courier Certificate. The contractor is not authorized to destroy controlled classified
- 10h. Access to Foreign Government Information requires a final U.S. Clearance at the appropriated level. Prior approval of the contracting activity is required for subcontracting. Access will be granted on a case by case bases at the locations specified.
- 10j. FOR OFFICIAL USE ONLY INFORMATION (FOUO): FOUO Information provided under this contract shall be safeguarded as specified in DoD 5400.7-R "Protecting For Official Use Only (FOUO) Information."
- 10k. All contractor personnel who have direct contact with classified information must possess the appropriate security clearance. It will be the contractor's responsibility to ensure contract employees are trained in proper security practices and follow appropriate security practices and procedures.
- 11e. Contractor will provide required support services for OUSD (P) mission and infrastructure needs. Actual knowledge and production of classified information is required for performance of this contract. Cleared personnel are required to perform this service because access to classified information cannot be precluded. The contractor is not authorized to release classified information to any activity or person, including sub-contractors, without the government Contracting Monitor's written approval. Only with the expressed permission of the government's

11j. Contractor shall implement the using agency's Operations Security (OPEC) Program policy and procedures for appropriate handling and safeguarding of classified and unclassified technical/sensitive information, per required regulations.

11L. Classified ADP processing will be involved. All provisions of DoD 5220.22M & DoD Information Technology Security Certification and Accreditation Process (DITSCAP) apply.

COORDINATION

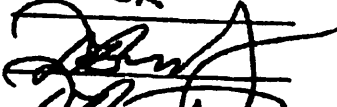

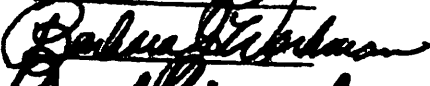

Program Manager

Policy Security Officer

NATO Program Manager

Restricted DATA Program

Security Services Office

ER


 12/23/08


Attachment 1

Release of Non-SCI Intelligence Information to DoD Contractors

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: HQ0034-09-A-3019

CONTRACT EXPIRATION DATE: 16 March 2014

1. Requirements for access to non-SCI:

- a. All intelligence material released to the contractor remains the property of the US Government and may be withdrawn at any time. Contractors must maintain accountability for all classified intelligence released into their custody.
- b. The contractor must not reproduce intelligence material without the written permission of the originating agency through the Intelligence Support Office. If permission is granted, each copy shall be controlled in the same manner as the original.
- c. The contractor must not destroy any intelligence material without advance approval or as specified by the contract monitor (CM). (EXCEPTION: Classified waste shall be destroyed as soon as practicable in accordance with the provisions of the Industrial Security Program).
- d. The contractor must restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract with a valid need to know. Further dissemination to other contractors, subcontractors, other government agencies, private individuals or organizations is prohibited unless authorized in writing by the originating agency through the CM.
- e. The contractor must ensure each employee having access to intelligence material is fully aware of the special security requirements for this material and shall maintain records in a manner that will permit the contractor to furnish, on demand, the names of individuals who have had access to this material in their custody.
- f. Intelligence material must not be released to foreign nationals or immigrant aliens whether they are consultants, US contractors, or employees of the contractor and regardless of the level of their security clearance, except with advance written permission from the originator. Requests for release to foreign nationals shall be initially forwarded to the contract monitor and shall include:
 - (1) A copy of the proposed disclosure.
 - (2) Full justification reflecting the benefits to US interests.
 - (3) Name, nationality, particulars of clearance, and current access authorization of each proposed foreign national recipient.

g. Upon completion or termination of the classified contract, or sooner when the purpose of the release has been served, the contractor will return all classified intelligence (furnished or generated) to the source from which received unless retention or other disposition instructions (see DCID 6/1) are authorized in writing by the CM.

h. The contractor must designate an individual who is working on the contract as custodian. The designated custodian shall be responsible for receipting and accounting for all classified intelligence material received under this contract. This does not mean that the custodian must personally sign for all classified material. The inner wrapper of all classified material dispatched should be marked for the attention of a designated custodian and must not be opened by anyone not working directly on the contract.

i. Within 30 days after the final product is received and accepted by the procuring agency, classified intelligence materials released to or generated by the contractor, must be returned to the originating agency through the contract monitor unless written instructions authorizing destruction or retention are issued. Requests to retain material shall be directed to the CM for this contract in writing and must clearly indicate the justification for retention and identity of the specific document to be retained.

j. Classification, regrading, or declassification markings of documentation produced by the contractor shall be consistent with that applied to the information or documentation from which the new document was prepared. If a compilation of information or a complete analysis of a subject appears to require a security classification other than that of the source documentation, the contractor shall assign the tentative security classification and request instructions from the contract monitor. Pending final determination, the material shall be safeguarded as required for its assigned or proposed classification, whichever is higher, until the classification is changed or otherwise verified.

2. Intelligence material carries special markings. The following is a list of the authorized control markings of intelligence material:

a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)." This marking is used, with a security classification, to enable a continuing knowledge and supervision by the originator of the use made of the information involved. This marking may be used on intelligence which clearly identifies, or would reasonably permit ready identification of an intelligence source or method which is particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. This marking may not be used when an item or information will reasonably be protected by use of other markings specified herein, or by the application of the "need-to-know" principle and the safeguarding procedures of the security classification system.

b. "Authorized for Release to (Name of Country(ies)/International Organization)." The above is abbreviated "RJ:I. _____." This marking must be used when it is necessary to identify classified intelligence material the US government originator has predetermined to be releasable

or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

3. The following procedures govern the use of control markings.

a. Any recipient desiring to use intelligence in a manner contrary to restrictions established by the control marking set forth above shall obtain the advance permission of the originating agency through the CM. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originators shall ensure that prompt consideration is given to recipients' requests in these regards, with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.

b. The control marking authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control marking also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions. If the control marking applies to several or all portions, the document must be marked with a statement to this effect rather than marking each portion individually.

c. The control markings shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other marking specified by E.O. 12958 and its implementing security directives. The marking shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

4. Request for release of intelligence material to a contractor must be prepared by the contract monitor (CM) and submitted to the Intelligence Support Office. This should be accomplished as soon as possible after the contract has been awarded. The request will be prepared and accompanied with a letter explaining the requirements and copies of the DD Form 254 and Statement of Work.

Attachment 2

**RELEASE OF SENSITIVE COMPARTMENTED INFORMATION (SCI)
INTELLIGENCE INFORMATION TO US CONTRACTORS**

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: H1Q0034-09-A-3019

SCI BILLETS AUTHORIZED: Determined at Task Order Level

CONTRACT EXPIRATION DATE: 16 March 2014

1. Requirements for access to SCI:

- a. All SCI will be handled in accordance with special security requirements, which will be furnished by the designated responsible special security office (SSO).
 - b. SCI will not be released to contractor employees without specific release approval of the originator of the material as outlined in governing directives; based on prior approval and certification of "need-to-know" by the designated contractor.
 - c. Names of contractor personnel requiring access to SCI will be submitted to the contract monitor (CM) for approval. (The contract monitor is identified on the reverse side of the DD Form 254.) Upon receipt of written approval from the CM, the company security officer will submit request(s) for special background investigations in accordance with the NISPOM, to the Intelligence Support Office. The entire personnel security questionnaire package should not be forwarded to the Intelligence Support Office. The Contractor Special Security Officer (CSSO) must follow the instructions provided by the Intelligence Support Office to the CSSO.
 - d. Inquiries pertaining to classification guidance on SCI will be directed through the CSSO to the responsible CM as indicated on the DD Form 254.
 - e. SCI furnished in support of this contract remains the property of the Department of Defense (DoD) department, agency, or command originator. Upon completion or cancellation of the contract, SCI furnished will be returned to the direct custody of the supporting SSO, or destroyed IAW instructions outlined by the CM.
 - f. SCI will be stored and maintained only in properly accredited facilities at the contractor location.
2. The contract monitor (CM) will:
- a. Review the SCI product for contract applicability and determine that the product is required by the contractor to complete contractual obligations. After the CM has reviewed the SCI product(s) for contract applicability and determined that the product is required by the contractor to

complete obligations, the CM must request release from the originator through the Intelligence Division. Originator release authority is required on the product types below:

- (1) Documents bearing the control markings of ORCON, PROPIN.
- (2) GAMMA controlled documents.
- (3) Any NSA/SPECIAL marked product.
- (4) All categories as listed in DoD 5105.21-M-1
 - a. Prepare or review contractor billet/access requests to insure satisfactory justification (need-to-know) and completeness of required information.
 - b. Approve and coordinate visits by contractor employees when such visits are conducted as part of the contract effort.
 - c. Maintain records of all SCI material provided to the contractor in support of the contract effort. By 15 January (annually), provide the contractor, for inventory purposes, with a complete list of all documents transferred by contract number, organizational control number, copy number, and document title.
 - d. Determine dissemination of SCI studies or materials originated or developed by the contractor.
 - e. Within 30 days after completion of the contract, provide written disposition instructions for all SCI material furnished to, or generated by, the contractor with an information copy to the supporting SSO.
 - f. Review and forward all contractor requests to process SCI electronically to the accrediting SSO for coordination through appropriate SCI channels.
 - g. Request for release of intelligence material to a contractor must be prepared by the contract monitor (CM) and submitted to the Intelligence Support Office. This should be accomplished as soon as possible after the contract has been awarded. The request will be prepared and accompanied with a letter explaining the requirement and copies of the DD Form 254 and Statement of Work.

Berry, Deldridge CTR WHS/APO/PHOENIX

From: (b)(6)
Sent: Wednesday, May 27, 2009 2:55 PM
To: (b)(6) CTR WHS/A&PO/PHOENIX
Subject: RE: Cognizant Security Office information in support of the DD254 being issued under Contract HQ0034-09-A-3019

Thanks L!! Here you go:

For Facility Clearance:
Defense Security Service

(b)(6)

Telephone: (b)(6)

Facility Clearance: Top Secret with Top Secret Storage Capability Granted by: DIS, Washington, September 1, 1992

For Personnel Security Clearance Verification:
Defense Security Service

(b)(6)

V/r,

(b)(6)

Sr. Contracts Administrator

Booz | Allen | Hamilton

8283 Greensboro Drive

McLean, VA 22102

Tel: (b)(6)

Blackberry: (b)(6)

Fax: (b)(6)

Email: (b)(6)

-----Original Message-----

From: (b)(6) CTR WHS/A&PO/PHOENIX (mailto:(b)(6))

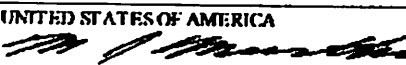
Sent: Wednesday, May 27, 2009 2:49 PM

To: (b)(6)

Subject: Cognizant Security Office information in support of the DD254 being issued under Contract HQ0034-09-A-3019

(b)(6)

I am currently working on a modification to add the DD254 to BAH's above subject Blanket Purchase Agreement (BPA). I'm in need of your cognizant security office information for block 62 of the DD 254.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACTED CODE	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO. F00003				3. EFFECTIVE DATE 24-Feb-2010		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY WASH DC				7. ADMINISTERED BY (If other than item 6) WASH DC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) 1000 ALLIANCE BLVD INC (b)(6) 6700 GIBBSBORO DR MCDON VA 22102-4504				9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE: 17038				FACILITY CODE		10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3019	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				<input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.		10B. DATED (SEE ITEM 13) 18-Mar-2009	
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer</p> <p>(Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 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.</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: Mutual agreement by both parties.							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: washing10598 See Summary of Changes							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MICHAEL MURTHA/CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)						BY  (Signature of Contracting Officer)	
						16C. DATE SIGNED 09-Mar-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE.

SUMMARY OF CHANGES

The purpose of this modification is to incorporate the following :

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

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

(a) Definitions.

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

(b) The Contractor-

(1) Agrees not to-

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

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

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

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

(End of clause)

11Q0034-09-A-3019
P00003
Page 3 of 3

(End of Summary of Changes)