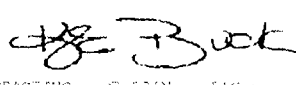


ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 23	
1. CONTRACT PURCH. ORDER AGREEMENT NO HQ0034-07-A-1010-P00012			2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/ CALL 2007 Apr 01		4. REQ. PURCH. REQUISIT NO.		5. PRIORITY		
6. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155			CODE HQ0034		7. ADMINISTERED BY SEE ITEM 6			CODE		8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR CACI INC - FEDERAL TERRI MALLON 4114 LEGATO ROAD FAIRFAX VA 22033-4002			CODE 3VYE6		FACILITY		10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE		11. MARK IF BUSINESS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGE <input type="checkbox"/> WOMEN-OWNED		
							12. DISCOUNT TERMS				
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P. O. BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.									
	PURCHASE	Reference your quote dated Furnish the following on terms specified herein. REF									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	SEE SCHEDULE										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				14. UNITED STATES OF AMERICA Tel: 703-617-3276 EMAIL: 65-110.owr@whs.mil Bt: Kelle Brock						25. TOTAL	
								CONTRACTING OFFICER/ DESIGNER		29. DIFFERENCE	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED					27. SHIP NO.		28. DO VOUCHER NO.		30. INITIALS		
DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____					<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		
									35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. SR ACCOUNT NO		42. SR VOUCHER NO.	

Section B - Supplies or Services and Prices

STATEMENT

Scope

The purpose of the BPAs is to provide administrative and analysis services in support of its day-to-day operations as well as its mission to lead the Information Age transformation of the Department of Defense by building the foundation for network-centric operations through policies, program oversight, and resource allocation. (See the enclosed Performance Work Statement)

BPA Structure

The BPAs expire after five years, or at the end of the FSS contract period, whichever is earlier. The BPAs will be for a base year and four (4) one-year options. The Government may extend the terms of the BPAs beyond the current period of performance by exercise of the next option. This will be accomplished by written notice to the Contractor no later than the commencement date of the option period of performance provided the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the agreement expires. The preliminary notice does not commit the Government to the extension.

The following Schedule applies to this agreement:

<u>Period of Performance</u>	<u>Performance Dates</u>
Base Year:	April 1, 2007 through March 31, 2008
Option Period 1:	April 1, 2008 through March 31, 2009
Option Period 2:	April 1, 2009 through March 31, 2010
Option Period 3:	April 1, 2010 through March 31, 2011
Option Period 4:	April 1, 2011 through March 31, 2012

The total duration of the BPAs, including the exercise of options under this clause, shall not exceed the GSA FSS period of performance. The dollar limit of all the BPAs is \$61,750,000.00.

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

Authorized BPA Users

Contractor provided comprehensive administrative and analysis support services under the BPAs shall also be available, as appropriate and with the consent of OASD(NII)/DOD CIO Contracting Officer's Representative (COR), to other elements of the Defense Secretariat; the Joint Staff; the Staffs of the Military Services; and those other Department of Defense activities having interests and activities that may impact on, interact with, or benefit from OASD(NII)/DOD CIO programs.

BPA Administrator

The administrator for the BPA will be:

Washington Headquarters Services
 Acquisition & Procurement Office
 Rosslyn Plaza North, Suite 12063
 1155 Defense Pentagon
 Washington, DC 20301-1155

Ordering

Orders will be placed by the Washington Headquarters Services Acquisition & Procurement Office. The ordering Contracting Officer shall ensure compliance with all rules and regulations. Orders shall be received and accepted via hardcopy, facsimile, or email.

When a task order is required, the Contracting Officer will issue a request for proposal from the Contractor. The Contractor shall then submit a proposal to the Contracting Officer, and the Contracting Officer will either accept the Contractor's proposal and issue the task order, or negotiate with the Contractor. 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 Contractor when the task order is issued by the Government.

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

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 with the establishment of this BPA.

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

Invoicing

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

BPA Pricing

Orders against the BPA shall be based on the Contractor's GSA MOBIS Schedule rates contained in GS-10F-0226K or its successor contract. In preparing its pricing proposal for task orders to be issued against the BPA, the

(b)(4)

BPA Master Dollar Limit: \$61,750,000.00

BPA Call Limit: \$15,000,000.00

Period of Performance: 01-Apr-2007 to 30-Sep-2012

FSC Codes:

R499

Section C - Descriptions and Specifications

PWS

PERFORMANCE WORK STATEMENT (PWS)

**Office of the Assistant Secretary of Defense for Networks & Information Integration/DOD Chief Information Officer
(OASD(NII)/DOD CIO)
Administrative and Analysis Support Services**

(1/10/07)

1.0 Background

In 1996, the Information Technology Management Reform Act (ITMRA) was signed into law. This Act, together with the Federal Acquisition Reform Act, became known as the Clinger-Cohen Act (CCA). Coupled with other reform legislation such as the Paperwork Reduction Act (PRA) and the Government Performance and Results Act (GPRA), the CCA provides the statutory foundation for Federal Agencies to manage IT investments. Notwithstanding frequent use of the phrase "information technology", the Act goes beyond IT and extends to the management of information resources - the management of the information itself and the technology that supports it.

The ASD(NII)/DOD CIO is the principal staff assistant and advisor to the Secretary of Defense and Deputy Secretary of Defense on networks and network-centric policies and concepts; command and control (C2); communications; non-intelligence space matters; enterprise-wide integration of DOD information matters; Information Technology (IT), including National Security Systems (NSS); information resources management (IRM); spectrum management; network operations; information systems; information assurance (IA); positioning, navigation, and timing (PNT) policy, including airspace and military-air-traffic control activities; sensitive information integration; contingency support and migration planning; and related matters. The ASD(NII)/DOD CIO also serves as the DOD Enterprise-level strategist and business advisor from the information, IT, and IRM perspective; Information and IT architect for the DOD enterprise; and, DOD-wide IT and IRM executive. The ASD(NII)/DOD CIO serves as the senior NII and CIO policy and resources official below the Secretary and Deputy Secretary of Defense.

See additional information under section 9.0, Government Furnished Information.

2.0 Objective

The Office of the Assistant Secretary of Defense (Networks & Information Integration) and DOD Chief Information Officer (OASD(NII)/DOD CIO) requires contractor provided administrative and analysis services in support of its day-to-day operations as well as its mission to lead the Information Age transformation of the Department of Defense by building the foundation for network-centric operations through policies, program oversight, resource allocation, and the provision of value-added support.

3.0 Scope

The objective of this performance work statement is to fulfill the OASD(NII)/DOD CIO requirement for comprehensive administrative and analysis support services. To meet this requirement, the contractor shall provide the required special knowledge and skills not available within the organization. OASD(NII)/DOD CIO requires general administrative and analysis services to support its mission.

4.0 Community of Interest

Contractor provided comprehensive administrative and analysis support services under this contract shall also be available, as appropriate and with the consent of the Contracting Officer and the OASD(NII)/DOD CIO Contracting Officer's Representative (COR), to other elements of the Defense Secretariat; the Joint Staff; the Staffs of the

Military Services; and those other Department of Defense activities having interests and activities that may impact on, interact with, or benefit from OASD(NII)/DOD CIO programs.

5.0 Reserved

6.0 General Information

6.1 Quality Control (QC). The contractor shall develop and maintain an effective quality control program to ensure services are provided in accordance with this PWS. 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 BPA and each individual task order.

6.2 Quality Assurance. The government shall evaluate the contractor's performance under this BPA in accordance with the Performance Requirement Summary (PRS) (Table 1), and the Quality Assurance Surveillance Plan (QASP) attached. A tailored PRS for each task order will be established using some or all of the performance requirements in Table 1, as applicable, and performance will be assessed in accordance with the QASP. A QASP will be added to the BPA via bilateral modification within 90 days after establishment of the BPA.

6.3 Government Remedies. The Contracting Officer shall follow FAR 52.212-4, "Contract Terms and Conditions-Commercial Items" or 52.246-4, "Inspection of Services-Fixed Price" for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

6.4 Recognized Holidays. The contractor is not required to be available to the Government on the Federal Holidays listed below: New Year's Day, Labor Day, Martin Luther King Jr.'s Birthday, Columbus Day, President's Day, Veteran's Day, Memorial Day, Thanksgiving Day, Independence Day, and Christmas Day.

6.5 Hours of Operation/Place of Performance. Contractor personnel shall be available to the Government between the hours of 0800-1700, Monday thru Friday, except during a one hour lunch break, on Federal holidays, or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain a work force adequate in numbers and competencies to assure the timely and successful performance of all tasks defined within this statement of work. When hiring personnel, the Contractor shall keep in mind that the continuity of a stable and fully competent work force is essential. Tasks required by this Performance Work Statement will be performed at Government facilities and at the contractor's facilities, and will be specified in each task order. Government places of performance shall include the OASD(NII)/DOD CIO facilities in the Pentagon and Crystal City for meetings, briefings, etc... On occasion, contractor personnel may be required to visit various other Government facilities for the purpose of meetings, briefings, etc. as well as some on-site, i.e. Pentagon, Crystal City, Rosslyn, Ft. Belvoir, etc.. support.

6.6 Security. Security Classification Guidance is provided on DD Form 254, Department of Defense Contract Security Classification Specification (hereafter referred to as the DD 254) attached. Any changes or additional security classification guidance shall be provided to the Contractor in writing, through updates and modifications to the DD 254. At no time will the Government issue classification guidance in any other form (verbal, e-mail, etc.)

The Contractor's Facility Security Officer (FSO) shall report, in writing, to the Contracting Officer any changes in the Contractor's security status throughout the contract period of performance.

Contractor employees assigned to this project require a PCL at the level (Confidential, Secret or Top Secret) identified in block 1.a of the DD Form 254. Personnel with the necessary clearances to support all classified information processing, to include Secret, Top Secret and TS/SCI, must be available and assigned to the contract at the time of the Government's notice-to-proceed to the Contractor. All personnel working-on site within Government facilities must hold TS/SCI unless otherwise specified by the Government. The Government will provide the required security billets through the established approval and management processes.

Prior to assignment of contractor employees to this project, the Contractor's FSO shall submit PCL validation through use of a Visit Authorization Request (VAR) for each employee, in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) to the designated security representative. Changes in PCL status of Contractor employees shall be forwarded in writing to the Contracting Officer and the designated security representative.

Subcontractors shall comply with the same security requirements as the Contractor. The Contractor shall issue DD 254s to each subcontractor reflecting the same security requirements applicable to the prime contract. The contractor shall also sponsor subcontractor(s) for an FCL and associated PCL(s) required in accordance with the DD 254.

6.7 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. (see Part 7 of this PWS). 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, percentage of requirement completed. At these meetings the Government will apprise the contractor of how the government views the contractor's performance. The Contracting Officer will take appropriate action to resolve outstanding issues. These meeting shall be held not later than the 7th working day of the month. (see Part 7 of this PWS)

6.8 Program Manager. The contractor shall provide a program manager who shall be the Government's point of contact for the BPA. The name, telephone number, fax number, and e-mail and postal addresses of this person and an alternate, who shall act for the contractor when the manager is absent, shall be designated in writing to the Contracting Officer. The program manager or alternate shall have full authority to act for the contractor on all BPA matters relating to daily operation of the BPA.

6.9 Identification of Contractor Personnel. All contractor personnel whose contractor status is not obvious to third parties shall identify themselves as contractors to avoid creating an impression in the minds of third parties, whether Government personnel or the public, that they are Government officials with authority to speak for the Government. When contractor personnel are present at OSD facilities or at other Government facilities they shall comply with the security requirements, including wearing appropriate badges, which are in force at the particular Government facility.

6.10 Proprietary Rights. All analyses, reports, documentation, briefings, etc., in whatever medium or format, developed and conducted under this BPA are government property. The government will retain sole right to use, distribute, and/or publish these data and items as it sees fit.

7.0 DEFINITIONS & ACRONYMS

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

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

DOD: Department of Defense

CIO: Chief Information Officer

OSD: Office of the Secretary of Defense

PWS: Performance Work Statement

TWS: Task Work Statement (provided with each task order)

Quality Control: Those actions taken by a contractor to assure that all deliverables, whether services or products, meet the requirements of the PWS.

Quality Assurance: Those actions taken by the government to assure that deliverables, whether services or products, meet the requirements of the Performance Work Statement.

TO: Task order issued under the BPA.

8.0 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

Specified in each TWS, if applicable.

9.0 CONTRACTOR FURNISHED ITEMS AND SERVICES

9.1 Report Format. Unless stated otherwise in each TWS, report format shall be at the Contractor's discretion, however, Contractor Format will be subject to final approval by the Government. The contractor shall submit written documents (see deliverables and reporting requirements) in paper as well as electronic formats. Electronic versions shall be provided via CD-ROM. All studies, analyses, reports, software, documentation, briefings, slides, etc., shall be prepared and presented in appropriate Microsoft Office application software: e.g., Word, Excel, Project, PowerPoint, etc. The applications shall be compatible with the versions installed at OASD(NII)/DOD CIO at the time the TWS is issued; the Government will advise the contractor when application software upgrades are installed. Hardcopy submissions shall be on 8 1/2" x 11" paper unless the contractor has obtained prior permission to use another format from the COR or Task Monitor

9.2 Deliverables. The deliverables the Government considers appropriate to its specific requirements and the schedule for these deliverables shall be specified in each TWS. Unless otherwise stated in the TWS, deliverables shall be forwarded to the COR designated by the Contracting Officer at the address shown in the letter of designation, a copy of which shall be provided to the Contractor. .

There will be a "Kick-off Meeting" within ten (10) working days of the announcement of award of this contract to introduce the contractor and contractor personnel to the members of OASD(NII)/DOD CIO, to familiarize the contractor and contractor personnel with the general administrative, security, and operating procedures within OASD(NII)/DOD CIO, and to address any other points that either party may wish. The specific time and place will be agreed to at the time of contract signing.

9.3 Reporting. The contractor's accounting system shall be adequate for determining costs applicable to the contract in accordance with FAR clause 16.3 Cost Reimbursement Contracts, see section I – Contract Clauses. To assist the Government with the appropriate surveillance during the performance of each TWS, a Monthly Progress Report (MPR) is a requirement for this contract. The primary objective of the report is to provide the Government reasonable assurance the contractor is using efficient methods and effective cost controls in executing each task. The contractor shall propose a format that meets the intent of the report that includes the following for each TWS: 1) status of all order(s) under which work is being performed, including proposals being prepared; 2) discussion of activities by each TWS including a summary of briefings, meetings, or visits and accomplishments during the reporting period; 3) milestones achieved; 4) anticipated activity by each TWS for the next reporting period; 5) problems encountered or anticipated; and 6) a forecast of the probability of completing active TWS(s) within the estimated time.

10.0 SPECIFIC TASKS

The contractor shall provide qualified and experienced personnel possessing the skills, knowledge and training to perform administrative and analysis support services for OASD(NII)/DOD CIO.

10.1 Administrative Support Services

The required outcome of this portion of the project work statement is qualitative contractor support to ensure a variety of well supervised, directed, planned and coordinated work-supporting services functions without which the operations of OASD(NII)/DOD CIO would be impaired, curtailed, or stopped.

The contractor shall provide OASD(NII)/DOD CIO managers with support services in areas of normal administrative service functions. Functions include communications, correspondence and distribution services, reporting, procurement of administrative supplies, property administration, security management, forms, graphics, printing, word processing, files and records as well as travel (administration of the Defense Travel System) and transportation, directives, and training. The contractor shall also provide services in support of OASD (NII)/DOD CIO interface with the Personnel Tracking System (PTS) and the administration of the National Security Personnel System (NSPS).

The contractor shall provide OASD(NII)/DOD CIO communications support in the areas of Web management, blog management, facsimile transmissions, and other types of message processing as well as maintaining organizational charts and directories. The contractor shall support the correspondence management processes (Lotus Notes), all aspects of mail operations including receipt, routing, dispatch, and control of pertinent items. The contractor shall also support the improvement and simplification of reporting requirements as well as analyze documents to include regulations and directives for conformance, clarity, duplication or conflict.

The contractor shall support the requisition, purchase, storage, and issuance of office supplies, the management of administrative property as well as the safeguarding and security of classified materials and information. The contractor shall also support the maintenance and execution of OASD(NII)/DOD CIO security plans, Continuity of Operations (COOP) plans, methods and standard operating procedures as well as the monitoring of all aspects of the security program.

The contractor shall support the management of forms and related guidelines, which includes printing, publication, procurement, distribution, and maintenance of stock levels. The contractor shall support the design, layout, illustration, and other related services in connection with the printing of OASD(NII)/DOD CIO's publications, periodicals, briefing charts, and other materials as well as performing transcription and word processing services. The contractor shall provide printing interface support with the Defense Logistics Agency (DLA) and the Government Printing Office (GPO). The contractor shall support the development and installation of filing systems as well as the maintenance, transfer, and disposition of records.

The contractor shall support the planning, scheduling and facilitation of OASD(NII)/DOD CIO on-site training requirements as well as processing training requests for formal off-site training. The contractor shall provide all necessary support to facilitate meetings, seminars, symposia, workshops, conferences and off-sites. Support includes facilitation (contractor to provide facilitator), desktop computer operations, processing requests, scheduling, arranging for facilities, preparing materials to include read ahead materials, and recording and producing minutes as well as post-forum reports and briefings. The contractor shall have the ability to provide conference facilities for required meetings and conferences. It is anticipated that the majority of these meetings will be held at the SECRET level or below. The meetings/conferences are expected to vary from small groups of approximately 30 participants to larger groups of 100 and more. Audiovisual equipment must be available and must include televisions with VHS/DVD players, lectern with control panel and microphone, computer projectors with screen. The contractor shall have the capacity to coordinate light refreshments and meals during the conduct of the off-site meetings, seminars, or colloquia events in accordance with applicable Government regulations. Light refreshments shall be limited to coffee, juice, tea, sodas, cookies, donuts, bagels, fruit, pastries etc. In the event that it is deemed mission essential and such events occur over the lunch hour, a simple working luncheon as part of such events may be required in accordance with applicable Government regulations.

The contractor shall provide travel and transportation support and related services in the areas of planning and scheduling foreign and domestic travel itineraries, booking reservations, obtaining tickets and arranging for government or commercial transportation. OASD(NII)/DOD CIO uses the Defense Travel System (DTS) for such activities and support.

10.2 Analysis Support Services

The required outcome of this project work statement is qualitative contractor analysis support to insure OASD(NII)/DOD CIO's ability to make sound IT and C4 programmatic, capital planning, and oversight decisions.

The contractor shall provide OASD(NII)/DOD CIO managers with objective information for making IT and C4 programmatic, capital planning, and oversight decisions. Requirements include analyzing and evaluating (on a quantitative or qualitative basis) the effectiveness of program operations in meeting established OASD(NII)/DOD CIO goals and objectives as well as developing life cycle cost analyses of projects and performing cost benefit evaluations of current or projected C4 programs. The contractor shall provide recommendations regarding the distribution of work among OASD(NII)/DOD CIO organizations, missions, and functions as well as provide recommendations pertaining to potential benefits/uses of automation to improve the efficiency of IT systems.

The contractor shall evaluate and provide recommendations on the organization, methods, and procedures for providing support systems under the purview of the DOD CIO as well as researching and investigating new or improved business and management practices and information assurance for application to department programs and CIO operations. The contractor shall analyze management information requirements to support the development of the IT acquisition process including the systems specifications, data gathering and analytical techniques, and systems evaluation methodology.

The contractor shall analyze new or proposed legislation and regulations to determine the impact on NII related program operations and management as well as support the development of new or modified administrative program policies, regulations, goals and objectives.

The contractor shall identify and develop data required for use in the management and direction of NII related programs as well as develop IT/C4 management and/or program evaluation plans, procedures, and methodology. The contractor shall perform IT/C4 related studies, analysis and appraisals in support of the OASD(NII)/DOD CIO decision making process. The contractor shall perform management surveys to determine compliance with department regulations, procedures, sound management practices, and effective utilization of NII staff as well as identify resources required to support varied levels of program operations.

The contractor may be required to conduct studies, analyses, appraisals, and reports that address various other force composition, force transformation and business process issues within the Department of Defense.

11.0 Applicable Documents

Current OASD(NII)/DOD CIO documents and references to include the following are available at www.dod.mil/nii:

- Department of Defense Directive 5144.1. May 2, 2005, Assistant Secretary of Defense for Networks and Information Integration/DOD Chief Information Officer (ASD(NII)/DOD CIO)
- DOD Chief Information Officer Strategic Plan for Information Resources Management (IRM), June 2004
- The OASD(NII)/DOD CIO organization chart

Table 1 - PERFORMANCE REQUIREMENTS SUMMARY

THE CONTRACTOR SERVICE REQUIREMENTS ARE SUMMARIZED INTO PERFORMANCE OBJECTIVES THAT RELATE DIRECTLY TO MISSION ESSENTIAL ITEMS. THE PERFORMANCE THRESHOLD BRIEFLY DESCRIBES THE MINIMUM ACCEPTABLE LEVELS OF SERVICE REQUIRED FOR EACH REQUIREMENT. THESE THRESHOLDS ARE CRITICAL TO MISSION SUCCESS.

THESE PERFORMANCE REQUIREMENTS ARE APPLICABLE TO ALL TASK ORDERS ISSUED UNDER THIS CONTRACT, AS THEY APPLY TO THE REQUIREMENTS OF EACH SPECIFIC TASK ORDER. ADDITIONAL PERFORMANCE REQUIREMENTS, IF REQUIRED, WILL BE IDENTIFIED AS PART OF THE INDIVIDUAL TASK ORDER WHEN ISSUED.

Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance	Incentives/ Disincentives
<p>PRS #1 The contractor shall provide final versions of reports.</p>	<p>Reports demonstrate thorough research in and knowledge of the topic(s) covered; articulate clear conclusions and/or recommendations, as appropriate; are written and formatted to facilitate effective assessment, analysis, appraisal and evaluation; reflect Gov't guidance on the draft(s); and are comprehensive, coherent, accurate, and timely.</p>	<p>As required per Task Order</p>	<p>100% Review</p>	<p>Less than total satisfaction with the final submission will adversely impact past performance rating.</p>
<p>PRS #2 The contractor shall provide final versions of quick response papers, briefings and slides.</p>	<p>Quick response papers, briefings and slides demonstrate thorough knowledge of the topic covered; articulate clear conclusions and/or recommendations, as appropriate; reflect Gov't guidance, if any; and are comprehensive, coherent, accurate, and timely.</p>	<p>As required per Task Order</p>	<p>100% Review</p>	<p>Less than total satisfaction with the final submission will adversely impact past performance rating.</p>
<p>PRS #3 The contractor shall provide, as the specific requirement demands, comprehensive professional, technical, logistical, and administrative support for meetings, seminars, workshops, conferences, off-site, and on-site training events.</p>	<p>Event design and agendas are pertinent and thoroughly conceived and executed.</p> <p>Recommendations for participants, briefers, etc. assure maximum exchange of knowledge.</p> <p>Pre-event materials are comprehensive, coherent, accurate, and timely (i.e. issued not later than 5 days after the distribution date required by the Task Order late).</p> <p>Post-event materials are comprehensive, coherent, accurate, and timely.</p> <p>Logistical and administrative support (e.g. lodging for TDY attendees, event registration, security checks, audio-visual equipment available and operational, etc.) assure no distractions that would preclude all participants giving maximum focus to the event itself.</p> <p>Trainers are professional and thoroughly knowledgeable of topics at hand; and are clear, concise and are able facilitators.</p>	<p>As required per Task Order</p>	<p>Random Review by the COR no less than once per month and feedback from event participants</p>	<p>More than one substantially positive review or comment within a 30-day timeframe will favorably impact past performance ratings.</p> <p>More than one substantially negative review or comment within a 30-day timeframe will adversely impact past performance ratings.</p>
<p>PRS #4 Contractor shall</p>	<p>Briefing research and preparation shall</p>	<p>As</p>	<p>Random Review</p>	<p>More than one</p>

Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance	Incentives/ Disincentives
<p>provide professional scripted briefing support to OASD(NII)/DOD CIO.</p>	<p>be thorough, coherent, accurate, and timely. Briefing materials (slides, handouts, position papers and recommendations, etc.) shall make a clear and orderly presentation. Contractor participation in post-briefing discussions shall reinforce the OASD(NII)/DOD CIO position briefed.</p>	<p>required per Task Order</p>	<p>by the COR no less than once per month and feedback from briefing recipients.</p>	<p>substantially positive review or comment within a 30-day timeframe will favorably impact past performance ratings. More than one substantially negative review or comment within a 30-day timeframe will adversely impact past performance ratings.</p>
<p>PRS #5 The contractor shall provide, as the specific requirement demands, comprehensive administrative support to OASD(NII)/DOD CIO.</p>	<p>Administrative support is rendered pro-actively; is thorough and well thought out; and is rational, executable and supportable.</p>	<p>As required</p>	<p>Random review by the COR no less than once a month and feedback from appropriate government sources</p>	<p>More than one substantially positive review or comment received within a 30-day timeframe will favorably impact past performance ratings. More than one negative review or complaint received within a 30-day timeframe will adversely impact past performance ratings.</p>
<p>PRS #6 The contractor shall provide a Monthly Status Report.</p>	<p>Monthly Status Reports accurately reflect the results of product reviews, formal product inspections, summaries of alternating weekly status review meetings and schedule adherence metrics; and are comprehensive and timely.</p>	<p>By close of business on the fifth business day of each month for the preceding month</p>	<p>100% COR Review</p>	<p>More than one in three submissions to be late by more than five business days will adversely impact past performance rating.</p>

Table 2 - DELIVERABLES

Deliverables	Schedule	# of Copies	Medium/Format	Submit to
Initial meeting to discuss details of performance under this contract.	Within one week of award of contract	N/A	N/A	Meeting with COR and Contracting Officer
Monthly meetings to discuss progress of current task(s); submit written summary of progress.	Monthly; not later than the seventh work day of the month	1 hardcopy 1 electronic copy	Format proposed by the contractor and approved by the COR	COR
Draft assessment, analysis, appraisal and evaluation reports.	As required per the task order	1 hardcopy 1 electronic copy	Format proposed by the contractor and approved by the COR	COR
Final version of assessment, analysis, appraisal and evaluation reports.	As required per the task order. (Ordinarily within 15 days of receipt of the Government's comments on draft.)	1 hardcopy 1 electronic copy	Format proposed by the contractor and approved by the COR	COR
Draft scripted briefings	As required per the task order	1 hardcopy 1 electronic copy	Format proposed by the contractor and approved by the COR	COR
Final scripted briefings	As required per the task order (Ordinarily within 24 hours of receipt of the Government's comments on draft.)	1 hardcopy 1 electronic copy	Format proposed by the contractor and approved by the COR	COR
Draft scripted slides	As required per the task order	1 hardcopy 1 electronic copy	Format proposed by the contractor and approved by the COR	COR
Final version of scripted slides	As required per the task order. (Ordinarily within 24 hours of receipt of the Government's comments on draft.)	1 hardcopy 1 electronic copy	Format proposed by the contractor and approved by the COR	COR
Quick response papers, briefings and slides	As required per the task order	1 hardcopy 1 electronic copy	Format proposed by the contractor and approved by the COR	COR
Meetings, seminars, symposia, workshops, conferences, off-sites, and on-site training events support pre- and post-event materials.	As required per the task order	Quantities and formats dictated by the task order	Format proposed by the contractor and approved by the COR	COR and event participants

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests

MAY 2006

CLAUSES INCORPORATED BY FULL TEXT

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

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

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

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

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

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

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

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **HQ0338**

"Service Acceptor/Extension" or "Ship to/ Extension" field enter **HQ0034** and **OSDTM2** in the extension field

"Inspect By DoDAAC/ EXT" fields **HQ0158**

"LPO DoDAAC/ EXT" fields - Leave blank

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

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

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

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

Unit Price

- 1. Unit of Measure

Shipment numbers must be formatted as follows:

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

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

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

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

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

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

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

Section H - Special Contract Requirements

OCI

H-1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. Purpose: The primary purpose of this clause is to aid in ensuring that:
- (1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;
 - (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 lawfully released or otherwise made available to the public, (b) compete for work based on such information after the completion of this contract, (c) submit an unsolicited proposal to the Government which is based on such information after such information is released, or (d) release such information unless such information has previously been lawfully 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 which 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 contract, 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.

Modifications: Prior to contract modification, when the Scope Of Work 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.

(End of Clause)

COMPLIANCE

H-2 COMPLIANCE WITH PENTAGON REGULATIONS

The site of the work is on a Federal Reservation Complex and the Contractor shall observe rules and regulations issued by the Director, Washington Headquarters Service (WHS) covering general safety, security, sanitary requirements, pollution and noise control, traffic regulations and parking. Information regarding requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining it from the appropriate authorities.

(End of Clause)

ID

H-3 IDENTIFICATION OF EMPLOYEES

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

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.222-54	Employment Eligibility Verification	JAN 2009
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
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
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov
<http://farsite.hil.af.mil>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(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.

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

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

(1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

- (3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ___ 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).
- (9) ___ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2006) of 252.225-7036.
- (13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) ___ 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).
- (15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) ___ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) _X_ 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.

1

[Redacted footer]

Section J - List of Documents, Exhibits and Other Attachments

LIST

LIST OF ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Pages</u>	<u>Date</u>
Attachment 1	OCI Analysis/Disclosure Form	2	N/A
Attachment 2	DD Form 254	22	September 11, 2007
Attachment 3	Quality Assurance Surveillance Plan	7	April 26, 2007