SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: H9128300200000000

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
HQ0034-10-C-0017	23-Feb-2010		HQ0034-10-R-0022	29-Jan-2010

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	MRS. DENISE V. THOMPSON	(703) 696-3997	10:00 AM 03 Feb 2010

9. ISSUED BY CODE HQ0034

WHS ACQUISITION & PROCUREMENT OFFICE
1155 DEFENSE PENTAGON
WASHINGTON DC 20301-1155

TEL:
FAX:

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED
- [X] SET ASIDE: 100 % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [X] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: $7.0 NAICS: 541618

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

12. DISCOUNT TERMS: Net 30 Days

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

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO CODE

SEE SCHEDULE

16. ADMINISTERED BY CODE

SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 3SWH2

TERATHINK CORPORATION
PAUL V. LOMBARDI
11955 FREEDOM DR STE 7800
RESTON VA 20190-5673

TEL. 703-773-6232 X 1001 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE HQ0338

DFAS-CO/SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS OH 43218-2264

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

(b)(4)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

REF: HQ0034-10-C-0017

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Kristin S. Fuller

31c. DATE SIGNED: 23-Feb-2010

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

KRISTIN FULLER / CONTRACTING OFFICER

TEL: (703) 696-3859 EMAIL: kristin.fuller@whs.mil

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.	(b)(4)	(b)(4)

Project Control & Schedule Management
FFP
The contractor shall define a Project Management Plan (PMP) to accomplish the migration from WAAS to DAI, including the migration to the interim solution in accordance with the PWS, PRS and TeraThink Corporation's technical and price proposals including all assumptions.
PPA Code: 2421
PURCHASE REQUEST NUMBER: H9128300200000000

NET AMT (b)(4)

ACRN AA (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Dollars, U.S.	(b)(4)	(b)(4)

Business Process Definition
FFP
The contractor shall define and implement business process improvements that are required to accommodate the interim solutions and DAI in accordance with the PWS, PRS and TeraThink Corporation's technical and price proposals including all assumptions.
PPA Code: 2421
PURCHASE REQUEST NUMBER: H9128300200000000

NET AMT (b)(4)

ACRN AA (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Dollars, U.S.	(b)(4)	(b)(4)

Strategies
FFP
The contractor shall define an overall change management and communication strategy that ensures all appropriate WHS managers, customers, and other external stakeholders are made and kept aware of all business process improvements, organizational changes, technology changes and the overall status to replace WAAS. The contractor shall develop a training strategy that addresses how WHS users and customers will be trained to use the new system and business processes. In addition, the contractor shall define a WHS data conversion strategy that supports migration to the interim solution and DAI. The data conversion strategy must fully account for and addresses all WHS financial data. The data conversion strategy will define what data will be converted and how non-converted data will be warehoused to support business operations in accordance with the PWS, PRS and TeraThink Corporation's technical and price proposals including all assumptions.
PPA Code: 2421
PURCHASE REQUEST NUMBER: H9128300200000000

NET AMT (b)(4)

ACRN AA (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Dollars, U.S.	(b)(4)	(b)(4)

DAI Integration Support
FFP
The contractor shall provide analytical and integration support for WHS as it moves to the DAI solution. These activities include supporting the WDWG by participating in the DAI PMO planning, blueprinting, design, configuration control board, and other DAI PMO meetings as determined by the WHS DAI Executive Steering Committee (ESC) representative. The contractor shall report issues, recommend resolutions and status back to the WDWG with the coordination of the WHS DAI ESC representative in accordance with the PWS, PRS and TeraThink Corporation's technical and price proposals including all assumptions.
PPA Code: 2421
PURCHASE REQUEST NUMBER: H9128300200000000

NET AMT (b)(4)

ACRN AA (b)(4)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 24-FEB-2010 TO 23-FEB-2011	N/A	N/A FOB: Destination	
0002	POP 24-FEB-2010 TO 23-FEB-2011	N/A	N/A FOB: Destination	
0003	POP 24-FEB-2010 TO 23-FEB-2011	N/A	N/A FOB: Destination	
0004	POP 24-FEB-2010 TO 23-FEB-2011	N/A	N/A FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 9700100 2020 00000 6505 2595 S49447 DHAC02003
AMOUNT (b)(4)
CIN H9128300200000000001 (b)(4)

CIN H912830020000000000 (b)(4)
CIN H912830020000000000
CIN H912830020000000000

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	DEC 2009
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-11	Special 8(A) Contract Conditions	FEB 1990
52.219-12	Special 8(A) Subcontract Conditions	FEB 1990
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-54	Employment Eligibility Verification	JAN 2009
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
252.204-7000	Disclosure Of Information	DEC 1991
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	NOV 2009
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.243-7001	Pricing Of Contract Modifications	DEC 1991

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):

http://www.arnet.gov/

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Washington Metropolitan Area District Office
740 15th Street N.W., 3rd Floor
Washington, DC 20005-3544

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

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

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

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

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

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

COR authority IS NOT delegable.

WHS A&PO WAWF INVOICING INSTRUCTIONS (Mar 2009)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition & Procurement Office (WHS A&PO) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at https://wawf.eb.mil, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) is no longer permitted.

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

The contractor is directed to select from the following invoice types:

2-n-1 - if invoicing for Services Only
Combo - if invoicing for Supplies Only
Combo - if invoicing for a combination of Supplies and Services
Cost Voucher - if invoicing for Cost Type/Reimbursable Contracts
****Cost Vouchers are only used when contracts/orders require invoices be sent to DCAA for approval.**
Grant and Cooperative Agreement Voucher – if requesting payment for a Grant or Cooperative Agreement

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

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

Contract Number	HQ0034-10-C-0017
Pay DoDAAC	HQ0338

Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034
Inspect By DoDAAC/Extention	Leave Blank
Service Acceptor DODAAC/Extension	H91283
LPO DODAAC	Leave Blank

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

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

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a "Z" suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)

- WAWF will affix the prefix "SER" for 2-in-1 invoices and prefix "BVN" for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

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

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

- Unit Price

- Unit of Measure

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

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

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

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

OCI/PCI/NDA
OCI/PCI/NDA CLAUSE

Organizational Conflict of Interest

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

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

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

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

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

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

In the event the contractor was aware of an OCI prior to award and did not disclose that OCI to the Government before award, the Government may, at the Government's discretion cancel this contract without further liability or exercise its right to terminate the contract.

If after award, the Contractor discovers an organizational conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of

the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the Contract as appropriate.

The rights and remedies provided the Government in this clause are not exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.

The Contractor agrees that during performance of the contract for a period of twelve (12) months after the completion of performance of the applicable contract, the Contractor, including all divisions thereof, and any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the contractor, shall not:

(a) Supply information or material received from this contract, to any firm participating in or having a known prospective interest in the subject matter areas for which the sensitive information described in paragraph (i) above was initially submitted, nor enter into any contractual relationship which would affect or appear to affect the equity and integrity of its recommendations.
(b) Furnish to the United States Government, either as a prime contractor or as a subcontractor, any component of any system for which the sensitive information described in paragraph (1) above was initially submitted, that it is not currently obligated to deliver for defense purposes.
Personal Conflict Of Interest

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

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

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

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

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

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

In the event that the Contractor was aware of an employee's financial conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an employee's financial conflict of interest after award of this contract and does not disclose the conflict and the steps taken by contractor to neutralize the conflict, the Government may terminate the contract.

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

Non Disclosure Agreement

Separate and apart from its responsibilities under the above OCI and PCI clauses, Contractor acknowledges and agrees that during contract performance Contractor may have access too or routinely come into contact with documents of a sensitive nature including, but not limited to, planning, programming, budgeting or execution (PPBE) information, classified information, Privacy Act-protected information or proprietary data of a third party, leases, internal memoranda and correspondence and a wide variety of other documents and information that must be safeguarded from disclosure (hereinafter "sensitive documents and information").

Contractor agrees that, as a condition of performing services to the Federal government under this contract, and except for those persons within the Contractor's organization or the Government directly concerned with the performance of the contract, Contractor will not disclose, or cause to be disclosed, any sensitive documents or information without the prior written consent of the Contracting Officer. Contractor further agrees that such sensitive documents and information will be safeguarded in accordance with Federal law and regulations and Contractor's best commercial practices. Contractor agrees that it has an affirmative duty to determine whether a documents or information is sensitive and not subject to public release before releasing or disclosing it to any person or organization. Contractor understands and agrees that a failure to adequately safeguard such sensitive documents and information may result in termination of the above contract, civil liability, or criminal charges and penalties.

Contractor further understands and agrees that the duty to safeguard sensitive documents and information under this contract is a continuing obligation that is not terminated or otherwise modified by contract expiration or termination. Contractor further agrees that it will return all sensitive documents or information in its possession to the Federal Government or otherwise destroy the information with the Government's written consent upon expiration or termination of this contract.

Contractor further agrees to include this clause in any subcontracts, employment contracts or subcontracts that it may execute in connection with performing this contract and to further execute and require its employees, consultants and subcontractor employees to execute such separate Non Disclosure Agreements required by the Contracting officer that are consistent with this clause.

The rights and remedies provided the Government in this clause are not exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.

SOW/PRS

Statement of Work
Functional Support for the
Washington Headquarters Services (WHS)
WHS Allotment and Accounting System (WAAS)-
Defense Agencies Initiative (DAI) Working Group (WDWG)

1. **Introduction**

Washington Headquarters Services (WHS) is a Department of Defense (DoD) Field Activity, created on October 1, 1977. DoD Field Activities supply services common to more than one DoD component or military department. During the DoD reform initiatives of the past two decades, WHS has become the agency of choice for DoD-wide support functions and its worldwide mission continues to evolve. WHS provides consolidated administrative and operational support to several Defense Agencies, DoD Field Activities, the headquarters and various elements of the military departments, the White House, and to some degree, Congress.

With expanding responsibilities, WHS grew from its original size of 327 personnel in FY 1977 to a peak of 1,960 personnel in FY 1994. Currently, WHS has approximately 1,200 civilian and military employees and 2,000 contract employees. Currently, the WHS provides support for a customer base of about 60,000 civilian and military personnel, including OSD, Joint Chiefs of Staff, Defense Agencies, Defense Field Activities, and the military departments in the NCR.

WHS' Financial Management Directorate (FMD) mission is to provide planning, programming, budgeting & execution, and accounting support to WHS and its customers. In support of the FMD mission, WHS utilizes the WHS Allotment Accounting System (WAAS) to account for approximately $34 billion annually. WAAS supports WHS and the following customers (the list is representative of customers and users and is not all inclusive):

- Defense Advanced Research Projects Agency (DARPA)
- Defense Information Services Agency (DISA)
  - DFAS Operates an instance of WAAS for DISA and for itself
- Defense Legal Services Agency (DLSA)
- Department of Defense Education Activity (DoDEA)
  - DODEA runs its own instance of WAAS
- Department of Defense Inspector General (DoDIG)
- Defense POW and Missing Persons Office (DPMO)
- Defense Security Cooperation Agency (DSCA)
- Defense Technology Security Administration (DTSA)
- Office of Economic Adjustment (OEA)
- Pentagon Force Protection Agency (PFPA)
- Tricare Management Activity (TMA)

WHS recently conducted an Analysis of Alternatives (AOA) to determine a suitable modernization or replacement strategy for WAAS. The Defense Agencies Initiative (DAI) program is WHS' long-term target accounting system however, the DAI Program Management Office (PMO) current notional schedule places the implementation of DAI for WHS in FY2014. Significant risk exists with WAAS making an interim alternative solution necessary.

2. Background

The WAAS DAI Working Group (WDWG) will focus on determining the preparations necessary to move WHS and its customer base from WAAS to DAI. As mentioned above, the current notional implementation schedule for DAI places the WHS WAAS migration To DAI in late FY2014 in Phase 5 of the DAI deployment. The notional schedule introduces significant risk as regards the sustainment of WAAS which was originally planned to be retired in FY2012.

In view of the current notional DAI schedule, the WDWG will address the planning actions necessary for migration to an interim capability to reduce the risk associated with WAAS sustainment. The interim solution will also focus on improving the quality of financial and business information provided to WHS Directors and the WHS customer base. Additionally, interim solution component functionality should be viable in the DAI target end state.

In fulfilling these roles, the WDWG will develop recommendations as needed for the review and approval of the WHS DAI Governance Committee which in turn will be responsible to the WHS Leadership Council.

The objectives of the WDWG are intended to align with and fully support the overall WHS Strategic Enterprise Initiatives (SEI) and the goals of the FMD Performance Management Program, specifically:

- SEI—DAI-WAAS Conversion
- FMD Goal B.3—Equip the workforce with the appropriate tools
- FMD Goal C.1—Stengthen and improve the financial management framework
- FMD Goal C.2—Provide sound financial data, information, advice and guidance
- FMD Goal C.3—Ensure guidance is compliant with applicable legal framework

As such, the WDWG is responsible for achieving the following specific objectives:

- Replace WAAS: The WDWG will provide oversight of all activities towards implementing DAI or another interim solution as the replacement for WAAS. To support this objective, the WDWG must be staffed with resources that have both a thorough understanding of WHS business operations and a functional understanding of the DAI system and Oracle Federal Financials capabilities.
- Align with DoD and WHS Initiatives: The WDWG will strive to appropriately align to other DoD and WHS initiatives and emerging systems that impact WHS business operations. These initiatives include (but are not limited to the following):

    - Procurement Request Portal (PRP)
    - Intra-Governmental Value Added Network (IVAN)
    - Real Property Assets Management Working Group (RPAMWG)
    - WHS Data Warehouse
    - FMD Electronic Document Management System (EDMS)
    - Exhibit Automation System (EAS)

- Achieve FM Compliance: Compliance with Federal and DoD financial management mandates is a critical element of improving WHS business operations. As such, the WDWG will ensure that the replacement for WAAS (including DAI and the interim solution) properly complies with or aligns to the following mandates:

    - Chief Financial Officers Act
    - Federal Financial Management Improvement Act
    - Federal Managers' Financial Integrity Act
    - FSIO Core Financial Systems Requirements
    - Federal Enterprise Architecture
    - DoD BEA
    - SFIS
    - DoD Financial Management Regulation

- Achieve Business Process Improvements: The WDWG will leverage knowledge of and experience with standard business processes inherent to COTS systems such as DAI to contribute to internal business process improvements at WHS.
- Improve Overall WHS Business Operations: By providing a replacement for WAAS that is based on a COTS system with standard business processes, the WDWG will contribute to overall WHS business operations improvements.

3. Scope

To fully accomplish its objectives, the WDWG will require programmatic and functional support in the following areas:

3.1. WDWG Analytical Support

3.1.1. Task 1: Project Control and Schedule Management

The contractor shall define a Project Management Plan (PMP) to accomplish the migration from WAAS to DAI, including the migration to an interim solution if one is determined. At a minimum, the PMP will:

- Include key milestone delivery dates for deliverables
- Include resource requirements
- Address plans to replace personnel who may leave the project
- Address the ability to maintain a stable work force for the project period
- Address the ability to expand the work force to address temporary surges in requirements
- Address the plans to supervise, evaluate, and direct performance of employees assigned to perform work as part of the project to ensure quality deliverables

The contractor shall serve as the owner of the Plan of Actions and Milestones (POAM) and Integrated Master Schedule (IMS) for WAAS replacement efforts. The contractor shall be responsible for ensuring project control and execution against the POAM and IMS for the duration of the effort. Further, the contractor shall be responsible for providing status reports and other management briefings to the WHS governance and executive oversight.

The contractor shall establish a weekly status reporting mechanism that provides an overview of actions performed and progress achieved in the accomplishment of all tasks described within the project scope. Weekly Status Reports should align to the Performance Management Program and identify any issues that arise which impact the team's ability to perform required tasks, including recommendations for resolution. Weekly Status Report should also provide an overview of any staffing changes that are necessary.

The contractor shall provide analytical and shared service migration support for WHS as it moves to the interim solution, including the identification and application of best practices in federal shared services. These activities include supporting the WDWG by participating in defining and monitoring service level agreements for effective and measurable service quality and performance for the direct and indirect shared service providers. The contractor shall report issues, recommended resolutions, and status back to the WDWG.

Deliverables for this task area are as follows:

Deliverable	Due Date
Draft Quality Assurance Surveillance Plan	15 Days after Award
Final Quality Assurance Surveillance Plan	30 Days after Award
Project Management Plan	30 Days after Award with Monthly Updates
Integrated Master Schedule	30 Days after Award with Monthly Updates
Best Practices and Requirements for Shared Services	3 Months after Award
WHS MOA/MOU Template with Recommend service level goals	6 Months after Award
Weekly Status Reports	COB Each Monday following Award
Management and Executive Briefings	As Required

3.1.2. Task 2: Business Process Definition, Alignment, and Improvements

The contractor shall define and implement business process improvements that are required to accommodate the interim solution and DAI for the following process areas:

- Budget to Report
- Cost Accounting
- Grants Accounting
- Order to Cash
- Hire to Retire/Time and Attendance
- Procure to Pay
- Acquire to Retire

The contractor shall also define Agency-unique configuration, reporting strategy and requirements, and interface strategy and requirements necessary to accommodate the interim solution and DAI.

3.1.2.1. Task 2.1: WHS To-Be Business Processes

The contractor shall perform a gap analysis against the WHS interim solution and provide to-be business processes flows and functional documentation for gap processes that are identified.

Deliverables for this task area are as follows:

Deliverable	Due Date
Interim Solution Gap Analysis	3 Months after Award
IOC To-Be Process Flows for Gap Processes—General Fund Focus	5 Months after Award
FOC To-Be Process Flows for Gap Processes—Working Capital Fund Focus	12 Months after Award

3.1.2.2. Task 2.2: Agency-unique Configuration

The contractor shall define Agency-unique configuration items necessary to the interim solution and DAI. These configuration items include account code structures, organizational structures, budget and project structures, roles and responsibilities, and approval workflows. The contractor will ensure that the application is properly configured to support WHS business operations.

Deliverables for this task area are as follows:

Deliverable	Due Date
WHS Account Code Structure—General Fund Master Data	6 Months After Award
WHS Organization Structure—General Fund Master Data	6 Months After Award
WHS Budget and Project Structure—General Fund Master Data	6 Months After Award
WHS Roles and Responsibilities—General Fund Master Data	6 Months After Award
WHS Approval Workflows—General Fund Master Data	6 Months After Award
WHS Account Code Structure—Working Capital Fund Master Data	12 Months After Award
WHS Organization Structure—Working Capital Master Data	12 Months After Award
WHS Budget and Project Structure— Working Capital Master Data Master Data	12 Months After Award
WHS Roles and Responsibilities— Working Capital Master Data Master Data	12 Months After Award
WHS Approval Workflows— Working Capital Master Data Master Data	12 Months After Award

3.1.2.3. Task 2.3: Agency-unique Reporting Strategy and Requirements

The contractor shall define a WHS financial and management reporting strategy that supports migration to the interim solution and DAI. At a minimum, the financial and management reporting strategy will define all to-be financial and management reports, the source system, the owner of the reports, and the organization responsible for creating the reports. The reporting strategy will identify any gap reporting requirements and provide a strategy for addressing gap requirements. The reporting strategy will identify the distribution of work between DFAS and WHS and will identify how WHS agency-unique reporting requirements will be addressed by the replacement system.

The contractor shall define all data requirements necessary to ensure WHS financial and management reports are accurate and timely. The reporting strategy will serve as the basis for lower-level agency-unique reporting requirements.

Deliverables for this task area are as follows:

Deliverable	Due Date
IOC WHS Financial and Management Reporting Strategy	6 Months After Award
FOC WHS Financial and Management Reporting Strategy with Gap Requirements Addressed	12 Months After Award

3.1.2.4. Task 2.4: Agency-unique Interface Strategy and Requirements

The contractor shall define a WHS interface strategy that supports migration to the interim solution and DAI. The interface strategy will fully account for all current systems and applications that are used to support WHS business operations. The interface strategy will denote which systems or systems functions could be subsumed by the interim solution and will define the target interface environment. The interface strategy will also identify those systems or system functions which could be subsumed by DAI.

The contractor shall create a functional requirements document for each WHS Agency-unique interface that is not yet in production for the interim solution and DAI. In the event that an interface is in production, but must be modified, the contractor shall create a functional requirements document that addresses the required modification. The WHS interface strategy will serve as the basis for lower-level agency-unique requirements for each interfacing system.

Deliverables for this task area are as follows:

Deliverable	Due Date
IOC WHS Interface Strategy	6 Months After Award
FOC WHS Interface Strategy with Gap Requirements Addressed	12 Months After Award

3.1.3. Task 3: Financial Data Conversion Strategy and Requirements

The contractor shall define a WHS data conversion strategy that supports migration to the interim solution and DAI. The data conversion strategy must fully account for and addresses all WHS financial data. The data conversion strategy will define what data will be converted and how non-converted data will be warehoused to support business operations.

The contractor shall create a functional requirements document for each WHS Agency-unique data conversion. The data conversion strategy will serve as the basis for follow-on data cleansing and conversion efforts worked in conjunction with or the appropriate DFAS element for the interim solution or DFAS' DAI Data Conversion Team.

Deliverables for this task area are as follows:

Deliverable	Due Date
IOC WHS Data Conversion Strategy	6 Months After Award
FOC WHS Data Conversion Strategy	12 Months After Award

3.1.4. Task 3: Organizational Change Management and Communication Strategy

The contractor shall define an overall change management and communication strategy that ensures all appropriate WHS managers, customers, and other external stakeholders are made and kept aware of all business process improvements, organizational changes, technology changes, and the overall status to replace WAAS. Further, the contractor shall develop a training strategy that addresses how WHS users and customers will be trained to utilize the new system and business processes.

Deliverables for this task area are as follows:

Deliverable	Due Date
Communications Plan	3 Months after Award
IOC Organizational Change Management and Training Strategy	5 Months after Award
FOC Organizational Change Management, Training, and Communication Strategy	12 Months after Award
Management and Executive Briefings	As Required

3.1.5. Task 4: DAI Integration Support

The contractor shall provide analytical and integration support for WHS as it moves to the DAI solution. These activities include supporting the WDWG by participating in DAI PMO planning, blueprinting, design, configuration control board, and other DAI PMO meetings as determined by the WHS DAI Executive Steering Committee (ESC) representative. The contractor shall report issues, recommended resolutions, and status back to the WDWG with the coordination of the WHS DAI ESC representative.

Deliverables for this task area are as follows:

Deliverable	Due Date
Issue Papers	As Required
DAI Status Reports	COB Each Monday following Award

4.0 Existing Documentation

The contractor will endeavor to leverage existing documentation such as FMD business Performance Management Program process flows, Internal Management Control program recommendations, Lean Six Sigma study recommendations for business process improvements, and other WHS information technology initiatives such as the Data Warehouse, Inter-Governmental Value Added Network (IVAN) and other emerging initiatives and programs as appropriate. The contractor will coordinate with and support other working groups, such as the Real Property Asset Management (RPAM) Working Group, as required, to ensure alignment of WHS' WAAS to DAI transformation efforts from an enterprise perspective.

5.0 Travel

After receiving the approval of the Contracting Officer, the contractor shall attend meetings, conferences, and workshops within the National Capital Region in support of the PWS requirements, as identified as necessary by the COR.

6.0 Security Requirements

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

7.0 Operating Hours and Government Closures

(i) Operating hours consist of an eight-hour daily work schedule, which can begin no earlier than 6:00 AM and end no later than 6:00 PM, Monday through Friday. Core hours where contractor personnel permanently assigned to the Financial Management Directorate must be available regardless of regular daily work schedule are 08:00 AM to 05:00 PM with an allowance for a one-hour lunch period each day.

(ii) Unless required under the terms of the contract or authorized by the Contracting Officer, the Contractor shall not work at any government facility, nor should any deliveries under this contract be made to any government facility, on any of the following holidays.

- New Year's Day – 1st January
- Martin Luther King, Jr. Birthday – 3rd Monday in January
- President's Day – 3rd Monday in February
- Memorial Day – Last Monday in May

- Independence Day – 4th July
- Labor Day – 1st Monday in September
- Columbus Day – 2nd Monday in October
- Veteran's Day – 11 November
- Thanksgiving Day – 4th Thursday in November
- Christmas Day – 25th December
- Any other day designated by Federal Statute, Executive Order or a Presidential proclamation.

(iii) When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U. S. Government Agencies.

(iv) When the Government grants administrative leave to Government employees, or is closed as a result of inclement weather, potentially hazardous conditions, or other special circumstances, Contractor personnel working at the specific facility/location may also is dismissed.

(v) Work Coverage: The Contractor shall be responsible for ensuring workload coverage in the event any or all of its personnel are unavailable for work due to or because of any event that is not the fault of the Government. For any event that can be foreseen, such as leave or turnover of personnel, the Contractor shall at the earliest opportunity advise the Contracting Officer's Representative (COR) of its plan to account for the workload in question before, during and after the coverage or transition period, ensuring the least impact on performance. For any unforeseen event, the Contractor shall immediately advise the COR of its plan to mitigate any impact on performance.

8.0 Place(s) of Performance

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

9.0 Period of Performance

The period of performance for this effort is for twelve months from contract award date.

10.0. Deliverables Schedule

All deliverables shall be submitted to the COR, unless otherwise agreed upon.

Unless otherwise specified, the Government will have a maximum of five (5) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor will also have a maximum of three (3) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government.

Performance Requirement Summary

Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance	Incentives/ Disincentives

PRS#1 Prepare briefings and materials as required.	Briefings are thorough, accurate and well organized; articulate clear conclusions and/or recommendations, as appropriate; are comprehensive, coherent and conducted with skill and competence; and are developed and formatted with professionalism reflecting Government guidance as appropriate.	As required	100% COR review and feedback from appropriate government sources	Less than total satisfaction with the quality of work product will adversely impact past performance ratings Consistent satisfaction with work product will favorably impact past performance ratings
PRS #2 Prepare and submit task draft and final deliverables as dictated in the SOW.	Draft report is submitted within the schedule specified; is written and formatted as directed; reflect Government guidance on the draft(s); and are comprehensive, coherent, accurate, and submitted for inspection/review by the Government chain of inspection in a timely fashion.	As required	100% COR review and feedback from appropriate government sources	Less than total satisfaction with the quality of work will adversely impact past performance ratings Consistent satisfaction with end work product will favorably impact past performance ratings. Late submission of any draft Task Force Report will adversely impact past performance rating.
PRS #3 Prepare and submit monthly status reports.	Monthly reports accurately reflect progress, status, and any problems or issues encountered. Recommended resolutions are feasible and likely to success in resolving problems or issues. Reports are comprehensive and submitted within the schedule specified.	By close of business on the fifth business day of each month for the preceding month	100% COR review	More than one in three submissions to be late by more than five business days will adversely impact past performance rating.

SPECIAL CONTRACT REQUIREMENTS
SECTION H

H-1 Authorized or Required by Statute
H-2 Identification of Employees
H-3 DoD Building Pass Issuance
H-4 Local Insurance

H-1 AUTHORIZED OR REQUIRED BY STATUTE

41 U.S.C. 253 (c) (5) is cited in this contract as the authority for use of other than full and open competition.

H-2 IDENTIFICATION OF EMPLOYEES

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

(End of Clause)

H-3 DOD BUILDING PASS ISSUANCE

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

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

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

(End of Clause)

H-4 LOCAL INSURANCE

(a) In accordance with the contract clause entitled "Insurance—Work on a Government Installation", FAR 52.228-5, the Contractor shall procure and maintain during the entire period of its performance under this contract, as a minimum, the following insurance:

Type	Amount
Comprehensive General Liability Bodily injury or death	$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle): Bodily injury or death	$200,000 per person $500,000 per occurrence
Property Damage	$ 20,000 per occurrence
Workers' Compensation and Employer's Liability	$100,000 per person*

*Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable

under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so co-mingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate of written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
K	1	7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	20-May-2010	SEE SCHEDULE	

6. ISSUED BY CODE HQ0034

WHS ACQUISITION & PROCUREMENT OFFICE
1155 DEFENSE PENTAGON
WASHINGTON DC 20301-1155

7. ADMINISTERED BY (If other than item 6) CODE

See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
TERATHINK CORPORATION
PAUL V. LOMBARDI
11955 FREEDOM DR STE 7800
RESTON VA 20190-5673

CODE 3SWH2 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0034-10-C-0017
X	10B. DATED (SEE ITEM 13) 23-Feb-2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
IAW FAR 52.212-4(c) "Changes"

E. IMPORTANT: Contractor ☐ is not, X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: thompsdv101001

The purposes of this modification are to: 1) add CLIN 0005 with additional work that is within scope of the contract at a cost of (b)(4) 2) providing funding in the amount of (b)(4) for CLIN 0005; and 3) increase the total contract value by (b)(4) from (b)(4) to (b)(4)

All other terms and conditions for this contract remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KRISTIN FULLER / CONTRACTING OFFICER TEL: (703) 696-3859 EMAIL: kristin.fuller@whs.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Kristin S. Fuller (Signature of Contracting Officer)	16C. DATE SIGNED 20-May-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
ADDITIONAL WORK

Performance Work Statement
WHS User Scenario Development

1. Introduction/Background

WHS conducted an Analysis of Alternatives (AoA) to determine a suitable interim modernization or replacement strategy for WAAS. The analysis was completed in December of 2009 and recommended that WHS move its workload to the Joint Chiefs of Staff (JCS) Comptroller Accounting and Budget System (CABS) as an interim solution. WHS FMD established a program management office in February 2010 to support the WAAS DAI Working Group in planning and managing the migration of workload to the JCS CABS solution.

The JCS CFO is currently working with its system integrator to accommodate the movement of WHS workload from WAAS to CABS. It has been determined the WHS migration to CABS will be aided by providing an evaluation instance commonly known as a "sandbox" instance of the current JCS CABS configuration for WHS in order to familiarize the WHS FMD workforce and its customers with the functions and processes of CABS. The JCS CFO will deliver access to the evaluation instance by June 1, 2010 using its current CFAS system integration contract. Access to the sandbox will permit WHS and customers to evaluate workflow impacts and adapt current processes to the CABS configuration significantly shortening the schedule for migration and help reduce the risk inherent in workload migration efforts. A clearly defined and structured approach to the workforce and customer experience within the sandbox is essential to preparation for migrating WHS workload to the CFAS. Clearly defined and sharply focused practice scenarios to guide the user experience and facilitate process adaptation are required to insure optimization of the WAAS to CABS migration.

Recently, the CABS solution was expanded to include additional functionality and has been renamed the JCS Comptroller Acquisition and Financial System (CAFS) and will be referred to by this more descriptive term throughout the remainder of this performance work statement.

2. Objective

As discussed above, in order to become more familiar with the CFAS software and its configured business processes, WHS will take advantage of a JCS CFO provided sandbox environment to provide hands on exposure to the software and processes for its user community. To support WHS user's ability to productively interact with the CFAS sandbox, WHS requires the development of familiarization objectives and user scenarios, which WHS users will utilize to familiarize themselves with CFAS functionality and capabilities.

3. Tasks

To support the familiarization initiative, WHS requires that the contractor accomplish the following tasks:

3.1 Development of Familiarization Objectives. The contractor shall develop objectives for the familiarization initiative that facilitate users learning a component of CFAS functionality and capabilities each week during the familiarization initiative. Familiarization objectives should cover topics such as user sign on, basic navigation, and other more advanced topics such as inputting documents in CFAS. Familiarization objectives should focus on functionality and capabilities for Budget to Report, Procure to Pay, and Order to Cash business areas.

3.2 Development of User Scenarios. The contractor shall develop user scenarios for each familiarization objective that provide a step-by-step means for users to accomplish the familiarization objective using the CFAS system. User scenarios should focus on key WHS user roles for Budget to Report, Procure to Pay, and Order to Cash business processes.

3.3 Scenario Execution Support. Provide support to users during familiarization exercise based on developed scenarios. Support begins with the delivery of the first draft scenario and continues throughout the performance period. Support consists of group sessions and/or desk side coaching based on feedback from familiarization sessions.

4. Period of Performance

The period of performance for this effort is for thirteen weeks from contract award date. The period of performance and additional milestone dates are listed below:

Estimated Milestone	Estimated Date
Estimated Period of Performance Start	Date of Award
Definition of Familiarization Objectives	Date of Award + 2 weeks
Definition of User Scenarios—Initial Delivery	Date of Award + 4 weeks
Definition of User Scenarios—Full Delivery	Date of Award + 8 weeks

Support Executing User Familiarization Scenarios	Date of Ward + 13 weeks

5.0 Performance Requirements Summary

Task Performance Objectives	Performance Standard	Schedule	Method of Surveillance	Incentives/ Disincentives
PRS#1 Define familiarization objectives that facilitate the CFAS familiarization initiative objectives	Provide familiarization objectives within 2 weeks of date of award.	DOA+2 weeks	COR monitor	Less than total satisfaction with the quality of work product will adversely impact past performance ratings Consistent satisfaction with work product will favorably impact past performance ratings
PRS #2 Provide user scenarios that support familiarization objectives and provide coverage of key WHS user roles related to Budget to Report, Procure to Pay, and Order to Cash	Provide initial user scenarios within 4 weeks and full user scenarios within 8 weeks of date of award.	DOA+4 weeks and DOA+8 weeks	COR monitor	Less than total satisfaction with the quality of work product will adversely impact past performance ratings Consistent satisfaction with work product will favorably impact past performance ratings
PRS #3 Support Executing User Scenarios	Provide support to users during familiarization exercises	Begins with delivery of first draft scenario and continues for duration of period of performance DOA +4	COR Monitor	Less than total satisfaction with the quality of work product will adversely impact past performance ratings

		weeks through DOA +13 weeks		Consistent satisfaction with work product will favorably impact past performance ratings

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

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

SUPPLIES OR SERVICES AND PRICES

CLIN 0005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Dollars, U.S.	(b)(4)	(b)(4)

CFAS Familiarization Initiative
FFP
The contractor shall develop familiarization objectives and user scenarios in support of the Washington Headquarters Services' effort to have end-users familiarize themselves with the WHS/Comptroller Financial and Aquisition System (CFAS) functionality and capabilities.
PURCHASE REQUEST NUMBER: H9128300200000002

NET AMT (b)(4)

ACRN AA (b)(4)

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

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

CLIN 0005:

Funding on CLIN 0005 is initiated as follows:

ACRN: AA

CIN: H91283002000000020005

Acctng Data: 9700100.2020 00000 6505 2595 S49447 DHAC02003

Increase (b)(4)

Total (b)(4)

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 26-MAY-2010 TO 31-AUG-2010	N/A	N/A FOB: Destination	

(End of Summary of Changes)