

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER JST04226100210		PAGE 1 OF 24	
2. CONTRACT NO. GS23F8144H		3. AWARD EFFECTIVE DATE 13-May-2010		4. ORDER NUMBER HQ0034-10-F-0135		5. SOLICITATION NUMBER HQ0034-10-R-0054	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELINE TERMINE				b. TELEPHONE NUMBER (No Collect Calls) (703) 588-1143	
9. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO WHS/AFSD DONNA A. ALBERTO 1801 SOUTH BELL STREET, ROOM 409 ARLINGTON VA 22202		CODE HQ0148		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR WESTAT, INC. VERONICA NIEVA 1650 RESEARCH BLVD ROCKVILLE MD 20850-3195		CODE 1D075		18a. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
TEL: 301-251-8271		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,431,518.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: HQ0034-10-R-0054				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Karen Rooney</i>		14-May-2010	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Karen Rooney / Contracting Officer TEL: (703) 588-1922 EMAIL: karen.rooney@wbs.mil			

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FAR (48 CFR) 53.212

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

PAGE 2 OF 24

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

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

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

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

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

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

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Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TASK 1. Conduct Survey FFP This CLIN includes AC Member Survey, RC Member Survey, AC Spouse Survey and RC Spouse Survey. This survey must be completed IAW Section 6.0 of the PWS PURCHASE REQUEST NUMBER: JST042220100210	4	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TASK 2. Information Exchange Forum FFP Information exchange forum are to be completed IAW with 5.2.1 of the PWS. 5.2.1.1 of the PWS states the period of performance. PURCHASE REQUEST NUMBER: JST042220100210	104	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AA

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TASK 2. Focus Group Discussions FFP	154	Each	(b)(4)	(b)(4)
	Focus Group Discussions are to be completed IAW with 5.2.2 of the PWS. 5.2.2.1 of the PWS states the period of performance.				
	PURCHASE REQUEST NUMBER: JST042220100210				

NET AMT (b)(4)

ACRN AA (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	TASK 3. Confidential Communication FFP	1	Each	(b)(4)	(b)(4)
	Confidential Communication must be completed IAW Section 5.3 of the PWS. 5.3.1 of the PWS states the period of performance.				
	PURCHASE REQUEST NUMBER: JST042220100210				

NET AMT (b)(4)

ACRN AA (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Task 4. Final Report FFP	1	Each	(b)(4)	(b)(4)
	Final report must be completed IAW Section 5.4 of the PWS.				

NET AMT (b)(4)

ACRN AA (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Dollars, U.S.		(b)(4)

Travel and ODCs
COST

Reimbursable CLIN for ODCs and approved Travel per attached PWS. Travel for this contract must be in accordance with FAR 31.205-46, "Travel costs." Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. This CLIN includes the contractor destroying all records and data sets at the direction of the Government or 365 days after contract completion and provide the Contracting Officer with proof of destruction as stated in 1.3.5 of the PWS.

PURCHASE REQUEST NUMBER: JST042220100210

ESTIMATED COST

(b)(4)
(b)(4)

ACRN AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	TASK 1. Conduct Survey FFP	2	Each	(b)(4)	(b)(4)

Each survey may include multiple population sample as stated in 5.1.3 of the PWS. The survey will not exceed 100,000 participants. Delivery of survey results report is due no later than 150 calendar days from date of option award.

PURCHASE REQUEST NUMBER: JST042220100210

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Each	(b)(4)	(b)(4)
OPTION	TASK 2. Information Exchange Forum FFP Information exchange forum are to be completed IAW with 5.2.1 of the PWS. Period of performance will be specified when the option is exercised with a not to exceed 2-month period of performance. PURCHASE REQUEST NUMBER: JST042220100210				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		60	Each	(b)(4)	(b)(4)
OPTION	TASK 2. Focus Group Discussions FFP IAW with 5.2.2 of the PWS. Period of performance will be specified when the option is exercised with a not to exceed 2-month period of performance. PURCHASE REQUEST NUMBER: JST042220100210				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Each	(b)(4)	(b)(4)
OPTION	TASK 4. Confidential Communication FFP IAW with 5.3 of the PWS. Period of performance will be specified when the option is exercised with a not to exceed 2-month period of performance. PURCHASE REQUEST NUMBER: JST042220100210				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	Task 4. Final Report	1	Each	(b)(4)	(b)(4)
OPTION	FFP				
	IAW with 5.4 of the PWS. Period of performance will be completed no later than 150 days from date of exercised of this CLIN.				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	Travel and ODCs		Dollars, U.S.		(b)(4)
OPTION	COST				
	Reimbursable CLIN for ODCs and approved Travel per attached PWS. Travel for this contract must be in accordance with FAR 31.205-46, "Travel costs." Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred.				
	PURCHASE REQUEST NUMBER: JST042220100210				

ESTIMATED COST

(b)(4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government

1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 13-MAY-2010 TO 12-MAY-2011	N/A	WHS/APSD DONNA A. ALBERTO 1801 SOUTH BELL STREET, ROOM 409 ARLINGTON VA 22202 703-602-2917 FOB: Destination	HQ0148
0002	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148
0003	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148
0004	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148
0005	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148
0006	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148
1001	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148
1002	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148
1003	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148
1004	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148
1005	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148
1006	POP 13-MAY-2010 TO 12-MAY-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0148

ACCOUNTING AND APPROPRIATION DATA

AA: 9700100.1120 11142505 S49447 DSAC00247
AMOUNT: \$3,431,518.00
CIN HQ0148011201850000001: \$753,898.00
CIN HQ0148011201850000002: \$64,376.00
CIN HQ0148011201850000003: \$680,372.00
CIN HQ0148011201850000004: \$146,125.00
CIN HQ0148011201850000005: \$154,124.00
CIN HQ0148011201850000006: \$1,632,623.00

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 (Apr 2010)

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

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

The contractor is directed to submit the following invoice type:

2-n-1 - Services Only, including Construction

****Do NOT use the WAWF Construction invoice type – it is not permitted for invoices paid in the MOCAS system**

Combo - Supplies Only

Combo - combination of Supplies and Services

Cost Voucher - 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 – 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.

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

Contract Number	
Delivery Order	
Pay DoDAAC	HQ0338
Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034

Inspect By DoDAAC/Extention	HQ0148
Service Acceptor DODAAC/Extension or Ship to DODAAC/Extension or Service Approver DODAAC/Extension or Grant Approver DODAAC/Extension	HQ0034/OSDTM4
DCAA Auditor DODAAC/Extension	
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 dennis.luquette@whs.mil in the first email address block and jaqueleine.termine@whs.mil and donna.alberto@hqda.army.mil in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF system.

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

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachment 1, Active/Reserve Tabulation	2	29-APR-2010
Attachment 2	Attachment 2, Project Data Sheet	1	
Attachment 3	Attachment 3, Non-Disclosure Agreement	2	

252.227-7020 SUPPLEMENT

252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such

works: "<Copyright> (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "<Copyright>" markings shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works--

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Indemnification. The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) Government-furnished information. Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

Supplement to Clause 252.227-7020

The Contractor shall not retain use and disclosure rights in works first produced, created, or generated in performance of this contract and required to be delivered under this contract. In addition, the Contractor shall not retain use and disclosure rights in the data collected, compiled, or produced in performance of this contract. All rights in any data or works compiled or produced under the contract belong exclusively to the Government.

PERFORMANCE WORK STATEMENT

Section C: Performance Work Statement

1.0 Background

In the January 27, 2010, State of the Union address, the President announced that he will work with Congress this year to repeal 10 U.S.C. § 654, the law commonly known as "Don't Ask, Don't Tell." On February 2, 2010, Secretary Robert Gates, in testimony before the Senate Armed Services Committee (SASC), announced that he had "appointed a high-level working group within the Department that will immediately begin a review of the issues associated with properly implementing a repeal of the 'Don't Ask, Don't Tell' policy."

As directed by the DoD Comprehensive Review Working Group (CRWG), contractor will systematically engage the armed forces, including spouses to assess and consider any impacts a change in the law would have on military

readiness, unit cohesion, morale and family readiness. The result of this work will lead to insights and recommendations essential to the Department's implementation of a change of the law.

1.1 Objective

As directed by the DoD CRWG, the Government needs to obtain an independent analysis that will identify all significant impacts a repeal of the law, commonly known as "Don't Ask, Don't Tell", would have on military readiness, unit cohesion, morale and family readiness in order to support the Department's implementation of a change of the law.

1.2 Scope

1.2.1 The contractor shall systematically engage, by various means, and survey military service members and their spouses; provide samples, or use and agree to the validity of pre-selected samples from DoD, that allow separate domain estimates for key population subgroups (e.g., Service, rank, age, gender, military specialty); summarize qualitative data; analyze survey results; and provide comprehensive reports summarizing findings and analysis on the various systematic engagements.

1.3 Additional Information

1.3.1 In conducting its field work and reporting results and findings from its study to the Government, contractor shall maintain and protect the confidentiality of all information received from the Government, military service members, and their spouses, and shall not reveal or disclose any personally identifying information. Upon receipt of personally identifiable information (PII), contractor shall remove any PII provided and protect against such information's disclosure before providing the remaining content of the communication to the Government.

1.3.2 Insights gained through communications may be used to formulate contractor's reports to the Government; however in doing so, no examples cited or data provided may reveal the identification of any person without that individual's written consent. This obligation specifically includes protecting the confidentiality of information regarding any specific service member's sexual orientation or involvement in private, consensual sexual acts with adults. Nothing in this PWS shall be construed to prohibit the referral or reporting to law enforcement agencies or to Military Departments of evidence of possible criminal or other misconduct or of conduct indicating a reasonable likelihood of imminent and substantial.

1.3.3 Contractor shall protect PII at all times, as required by all applicable Government laws and guidance. To assure this protection, contractor shall, at a minimum, remain compliant to all applicable Government and DoD security directives and guidance including the Electronic Government Act Title 3, more commonly known as the Federal Information Security Management Act (FISMA).

1.3.4 Contractor shall submit an Executive DIACAP Package showing an acceptable DIACAP Scorecard along with an Authority to Operate (ATO) signed by the appropriate contractor official. Contractor shall deploy the DIACAP process (DoDD 8570.1) as the guiding principle for Information Assurance (IA) in its environment which hosts DoD data. Contractor shall incorporate security controls into its system and processes, equivalent to the level of security required by the Defense Manpower Data Center (DMDC), but minimally at the MAC-II Sensitive level as stated in DoDI 8500.2. In cases where there are issues, questions or concerns raised regarding security of the data or systems, the Government will be the final arbiter.

1.3.5 Contractor shall not disseminate, disclose, or publish any information, basic research, or findings regarding this effort outside the Government without the explicit approval of the Government, which will be determined by the DoD CRWG Co-Chairs. Contractor shall destroy all records and data sets at the direction of the Government or 365 days after contract completion and provide the Contracting Officer with proof of destruction.

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written consent of the Contracting Officer (CO).

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which is not considered public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for purposes and to the extent authorized herein. The Contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the Government has conducted the appropriate security review and granted approval (e.g. posting information to a public website). All Contractor employees shall be required to sign the Attachment 3, Non-Disclosure Agreement, and certify to the Contracting Officer prior to handling confidential or protected information. Reference DFARS 227.7108.

1.3.6 Government retains the right to all data. See DFARS clause 252.227-7020 and supplement to DFARS clause 252.227-7020.

1.3.7 All contractor employees shall have at least a NACI-level background check completed and cleared. Any exceptions require Contracting Officer approval.

1.3.8 Contractor shall submit a Quality Control Plan that describes how an acceptable level of risk shall be maintained at an enterprise level by identifying, implementing, and managing information assurance (IA) capabilities and services.

Part 2: DEFINITIONS AND ACRONYMS

CRWG – Comprehensive Review Working Group

DIACAP – DoD Information Assurance Certification and Accreditation Process

DMDC - Defense Manpower Data Center

DoD – Department of Defense

FISMA – Federal Information Security Management Act

HASC – House Armed Services Committee

IA – Information Assurance

IEF – Information Exchange Forum

IRB – Institutional Review Board

MAC-II Sensitive level – Mission Assurance Category-II Sensitive Level

NACI – National Agency Check and Inquiries

OMB – Office of Management and Budget

PII – Personally Identifiable Information

PWS – Performance Work Statement

SASC - Senate Armed Services Committee

VTC – Video Teleconference

Part 3: GOVERNMENT FURNISHED

3.1 Information: The Government will provide the following information:

3.1.1 Draft survey questions. After contract award, Government will provide contractor the draft survey questions for the contractor's use and further refinement and development.

3.1.2 IRB-approved focus group methodology and script. Government has an IRB-approved script for the focus group sessions and will have conducted approximately 24 focus groups sessions by expected contract award. Government will provide previous versions of the focus group script and methodology to contractor for use and further refinement and development. Government will provide contractor the collected data, synopses and lessons learned from these focus groups.

3.1.3 The Government has conducted Focus Groups in the past and will provide previous versions of the script and methodology to contractor for use and further refinement and development. Government will provide contractor the collected data, synopses and lessons learned from these Focus Groups upon contract award.

3.1.4 Sample files and a technical description of the sampling plans for the surveys of active duty members, Reserve component members, active duty spouses, and Reserve component spouses. An example of separate domain estimates for key population subgroups (e.g., Service, rank, age, gender, military specialty) is located at **Attachment 1, Active/ Reserve Tabulation** of this solicitation. To assist in the development of survey weights, government will provide frame counts by selected demographic characteristics to allow for post-stratification weighting adjustments. The government will also offer the contractor both advice on the weighting of military survey data and a review of technical or statistical methodology reports.

3.1.4.1 Contractor is not required to use the Government sample files and, in the alternative, can develop its own sample design and sample size, so long as the survey schedule can be met and all domain estimates of proportions should have margins of error less than 5 percentage points. If contractor chooses to use Government furnished samples, contractor shall agree to the statistical validity of the sample.

3.1.5 Contact information to include postal address(es), email address(es), and telephone number(s) for sampled survey members.

3.2 Equipment: None. The contractor shall provide its own work/ office supplies and equipment.

3.3 Facilities: The Government will provide all facilities for the IEFs and focus groups in section 5.2; otherwise, the contractor is responsible for all of its work/office space.

3.4 Government Provided Efforts: The Government will coordinate all aspects of the logistics and administration of the IEFs and focus groups. Government senior leaders will conduct the IEFs. Contractor shall be responsible for IEFs and focus groups as explained in section 5.2. Contractor shall be responsible for arrangement of own travel and accommodations. See FAR 31.205-46, "Travel Costs" for approved travel reimbursable.

Part 4: PROJECT PLAN

4.1 Establish Project Tasks and Schedule. Contractor shall develop a project plan and establish a specific set of research activities. The contractor shall provide this project plan to the Government for review, comment, and approval. The plan should include the following:

4.1.1 Conduct Survey(s) of the men and women of the armed forces and their spouses. This effort will include all Services (Army, Navy, Marine Corps, Air Force, Coast Guard) and the Total Force (active duty, Reserves and National Guard). The Survey(s) shall be scientifically

defensible according to industry standards and provide representative estimates of overall populations and important subgroups (domains).

4.1.2 Support and Execution of Information Exchange Forums and Focus Group Discussions with uniformed service members and their spouses

4.1.3 Provide confidential communications mechanism(s) for uniformed service members and their family members

4.1.4 Produce Final Report

Part 5: TASKS

The study will be divided into 4 tasks.

5.1 TASK 1. Conduct Surveys.

SURVEY SPECIFICATIONS

5.1.1 The contractor shall provide and conduct the surveys. The schedule for Government approval is provided in section 6.

5.1.2 Survey(s) of active duty and Reserve component members shall be administered in a method chosen by contractor (e.g., web, paper and pencil, telephone, multi-mode), in accordance with approved Project Plan.

5.1.3 If contractor elects to use Government provided samples (see section 3.1.4), the approximate sample sizes are:

- o 100,000 active duty members
- o 100,000 Reserve component members
- o 70,000 active duty member spouses
- o 80,000 Reserve component member spouses

5.1.4 Approximate length of time to complete the survey shall be no longer than 30 minutes

5.1.5 Initial notification of and reminders to sample participants shall be conducted in a manner chosen by the contractor (e.g., postal letter, email, telephone) in order to achieve a minimum weighted response rate of 35 percent (AAPOR RR3).

5.1.6 A unique identification number shall be assigned to each sample member and included in member's notification and reminders.

5.1.7 Contractor may recommend alternate data collection methodologies to achieve acceptable response rates.

5.1.8 Data collection of active duty and Reserve component members shall be completed by 15 July 2010.

5.1.9 Data collection of active duty and Reserve component member spouses shall be completed by 31 August 2010.

5.1.10 The contractor shall finalize and submit proposed survey questions to Government for final approval. Survey content shall address the following topics:

- o military readiness
- o military effectiveness and unit cohesion
- o recruiting/retention
- o military family readiness
- o morale
- o leadership
- o good order and discipline
- o dependent benefits
- o military barracks, ship's berthing or housing
- o exercise of religion
- o survey should also ask open ended questions for other topics that may be impacted

CONTRACTOR RESPONSIBILITIES

5.1.11 The contractor shall develop survey methodology and plans for government review and comment including:

5.1.11.1 Obtain all internal IRB reviews and approvals. Provide documentation to the Government for its own IRB review for the service member survey. Contractor shall ensure its personnel have completed appropriate IRB training.

5.1.11.2 Obtain all internal IRB reviews and approvals. Provide documentation to the Government for its own IRB review for spouse surveys.

5.1.11.3 Create approval package for review by the Government for submission to the Office of Management and Budget and draft Federal Registry notice under the Paperwork Reduction Act for the spouse survey. Review, calculate, and summarize the Federal Registry comments to the Government.

5.1.11.4 Host any web sites for the web based surveys, manage telephone Call Center, and/or produce and send all hard copy materials for data collection and mailing in accordance with survey method selected by contractor. Track all notifications and reminders in accordance with survey method selected by contractor, to include postal non-deliverables (PND), if post is used, and email bounce-backs.

5.1.11.5 Provide periodic tracking reports of case dispositions and response rates to Government

5.1.11.6 Capture, verify, clean, and code all open ended question responses

5.1.11.7 Provide interim data sets as requested by Government

5.1.11.8 Provide final data sets in SAS format and all supporting documentation

5.1.11.9 Provide all necessary survey support such as toll free phone number to answer respondent questions

5.1.11.10 Perform other responsibilities as necessary to complete this task

Contractor shall carry out field work according to the tasks and schedule established in Task 1 in close consultation with, and with periodic reports to the Government. Results of the field work and study update shall be shared with the Government as they become available. To assist in this endeavor and serve as a conduit of information between contractor and the Government, a DoD CRWG Liaison Officer (Technical Point of Contact) will be identified to the contractor field work team.

5.2 TASK 2. IEF and Focus Group Discussions.

5.2.1 Part One Information Exchange Forum. IEFs are large group meetings established by the Government in order for 2-3 senior government CRWG leaders to address the general purpose and parameters of the survey process and functions of the small focus group discussions and then field questions from the audience. Contractor shall provide note taking for the IEFs and produce a summary report as discussed in the specifications below.

IEF SPECIFICATIONS:

5.2.1.1 Contractor shall support approximately 104 IEFs conducted at approximately 26 locations from mid-May 2010 through August 2010.

5.2.1.2 There will be approximately 300 participants in each IEF

5.2.1.3 IEFs will be conducted in concert with each IEF at various installations located in the following regional areas:

1. CONUS
2. Europe (e.g., Italy and Germany)
3. Asia (e.g., Japan and Korea)
4. Hawaii

5.2.1.4 Average number of days per location is 6 days concurrent with the Focus Groups discussed in section 5.2.2.

CONTRACTOR RESPONSIBILITIES

5.2.1.5 The contractor shall support the IEFs by providing scribe(s) for paraphrased record of each IEF discussion. No PII will be recorded as part of the notes. No voice, video, or digital recording devices of any kind permitted. In addition, the contractor shall:

5.2.1.5.1 Provide a written report of each IEF discussion.

5.2.1.5.2 Provide final compilation report of all IEF discussions.

5.2.1.5.3 Refine IEF script and methodology as requested by Government.

5.2.1.5.4 Perform other responsibilities as necessary to complete this task.

5.2.2 Part Two Focus Group Discussions. After each IEF approximately five focus groups will occur with preselected participants of the IEF. These groups shall be contractor-facilitated. The contractor shall provide note taking as stated below for focus groups. Focus group discussions will also be utilized post-Survey(s) to further identify and understand impacts not previously recognized. Multiple focus groups shall be conducted simultaneously in accordance with contractor plan and to meet government schedule. Currently, Government is conducting 3 focus groups simultaneously.

FOCUS GROUP SPECIFICATIONS

5.2.2.1 contractor shall support approximately 154 focus groups conducted at approximately 26 locations from mid-May 2010 through August 2010

5.2.2.2 Approximately 8-12 participants will be in each focus group

5.2.2.3 Focus Groups will be conducted in concert with each IEF at various installations located in the following regional areas:

1. CONUS
2. Europe (e.g., Italy and Germany)
3. Asia (e.g., Japan and Korea)
4. Hawaii

5.2.2.4 Average number of days per location is 6 days concurrent with the IEFs discussed in section 5.2.1

CONTRACTOR RESPONSIBILITIES

5.2.2.5 The contractor shall support the focus groups by providing the following:

5.2.2.5.1 Refine focus group methodology and script.

5.2.2.5.2 Facilitate each focus group.

5.2.2.5.3 Provide a recorder for verbatim transcript of each focus group.

5.2.2.5.4 Proceedings shall be screened to remove any PII.

5.2.2.5.5 Prepare written report for each focus group.

5.2.2.5.6 Prepare final compilation report across all focus groups.

5.2.2.5.7 Perform other responsibilities as necessary to complete this task.

5.3 TASK 3. Confidential Communication Mechanism(s). Design, implement and manage confidential communication system(s) to receive information from and engage in dialogue with service members and their spouses. Confidential communications occur when service members and their spouses provide information and opinions in a setting where a reasonable expectation of privacy exists. Possible mechanisms could include, but are not limited to, a hotline, one-on-one interviews, an online chat, personal correspondence, or multi-mode.

CONFIDENTIAL COMMUNICATION MECHANISM(S) SPECIFICATIONS

5.3.1 The contractor shall complete all data collection from the confidential communication mechanism(s) will run for a minimum of 30 days and be completed no later than 15 July 2010. This includes:

5.3.1.1 Upon receipt of confidential communications, the contractor shall handle and protect this information as explained in the "Confidential and Information Security" section of this PWS.

5.3.1.2 Ensure that the individual providing the confidential communication is a uniform service member or military family member.

CONTRACTOR RESPONSIBILITIES

5.3.4 The contractor shall develop methodology and plan for confidential communication mechanism(s). This includes:

5.3.4.1 Present methodology and plan for approval of the Government.

5.3.4.2 Implement and provide manpower for the confidential communication mechanism(s).

5.3.4.3 Prepare synopsis of confidential communications and sanitize synopsis of any personally identifiable information.

5.3.4.5 Prepare periodic written reports for the Government summarizing information learned from this communication mechanism(s).

5.3.4.6 Prepare final report for the Government summarizing information learned from this communication mechanism(s).

5.3.4.7 Ensure all personally identifiable information is secure within DoD standards and securely stored and/or destroyed upon completion of this project IAW DoD direction and standards.

5.3.4.8 Perform other responsibilities as necessary to complete this task.

5.4 TASK 4. Final Report. The contractor shall prepare a final report for the Government documenting the individual research tasks and the overall assessment. This final report shall include an executive summary and a discussion and analysis of the qualitative and quantitative data obtained across all systematic engagements. The date for completion of this report is September 30, 2010. In advance of this deadline, the contractor shall propose, for government review and comment, a schedule for a draft report and comment period as well as a table of contents for the report. Contractor's independent report will become one part of the overall input used by the DoD CRWG to conduct a comprehensive review of the issues and impacts associated with a repeal of the law, should it occur.

6.0 SCHEDULE AND DELIVERABLES

Sector	Deliverable	Required Date
	Finalize the draft Quality Control Plan that was included in the proposal	Within 2 business days of contract award.
	The draft project plan shall include a detailed task list and schedule.	Within 5 business days of contract award
	Post Award Start of Work Meeting	Within 3 business days of Government receipt of draft of plan
	Finalized Project Plan Including Project Objectives and Milestones and Routine Preventative Maintenance Schedule	Within 5 business days of Government review of plan
	Submission of Survey Instrument of Service Member Personnel to the Government	10 days after award
	Submission of Survey Instrument of Service Member Spouse Personnel to the Government	10 days after award
	Technical and Programmatic Update Meetings	Weekly Due on day TBD
	Written updates reporting current status (including tracking reports)	Weekly
	Monthly Progress Reports (including cost reports)	5 Days after the end of the month
	A revised briefing incorporating feedback from the initial finding report briefing.	As determined as part of the project plan
	Draft and final reports for IEFs	As determined as part of the project plan
	Draft and final reports for focus groups	As determined as part of the project plan
	Draft and final reports for confidential communications	As determined as part of the project plan
	A draft report shall be submitted	No later than September 15, 2010
	Government comments on draft report to contractor	No later than September 22, 2010
	A final report shall be submitted	No later than September 30, 2010.
	Submission of Meeting Minutes	Within 5 business days of subject meeting.
	Submission of public dataset and all documentation	No later than September 30, 2010

End-of-Task Technical and Programmatic Review	Within ___ days of task year expiration date.
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