

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 0010013793		PAGE OF 1 3	
2. CONTRACT NO. GS-35F-4900H		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER M09PD00211		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME George Kelley			b. TELEPHONE NUMBER (No collect calls) 303-231-3931		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY MMS/WASC-Procurement Branch PO Box 25165 MS 2730 Denver CO 80225-0165		CODE M20	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE NAICS: 511120 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 500				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO MMS, ITC, MRM PO Box 25165, MS 3401A, Denver Fede Denver CO 80225-0165		CODE 0003820410	16. ADMINISTERED BY MMS/WASC-Procurement Branch PO Box 25165 MS 2730 Denver CO 80225-0165				CODE M20
17a. CONTRACTOR/ OFFEROR FORRESTER RESEARCH, INC. Attn: ATTN GOVERNMENT POC 400 TECHNOLOGY SQUARE CAMBRIDGE MA 02139-3583 TELEPHONE NO. 000-000-0000		CODE 0070350135	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MMS Finance Office 381 Elden Street, MS 2300 Herndon VA 20170-4817			CODE M000 INV
<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	23. UNIT PRICE	24. AMOUNT
	Invoices are to be sent to MMSFinance-Invoice@mms.gov with a courtesy copy to george.kelley@mms.gov. Failure to properly submit invoices with all required information may delay payment. Suggested COR: JBROWNIN Account Assignment: K G/L Account: 6100.251B0 Business Area: M000 Commitment Item: 251B00 Cost Center: MMR340000 Functional Area: M12PS0000.IME000 Fund: XXXM1917MD Fund Center: Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 01					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$44,888.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 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.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) George A. Kelley		31c. DATE SIGNED 09/01/2009	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	MMR340000 Asset Sub Number: 0000 PR Acct Assign Line: 01 Period of Performance: 09/15/2009 to 09/14/2014 BASE YEAR (09/15/2009 - 09/14/2010): The contractor will provide all necessary resources to perform in accordance with the attached statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions.				44,888.00
00020	OPTION YEAR I (09/15/2010 - 09/14/2011): The contractor will provide all necessary resources to perform in accordance with the attached statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions. Amount: \$46,684.00 (Option Line Item) 09/01/2010				0.00
00030	OPTION YEAR II (09/15/15/2011 - 09/14/2012): The contractor will provide all necessary resources to perform in accordance with the attached Continued ...				0.00

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

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

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-4900H/M09PD00211

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NAME OF OFFEROR OR CONTRACTOR
 FORRESTER RESEARCH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions. Amount: \$48,551.00 (Option Line Item) 09/01/2011				
00040	OPTION YEAR III (09/15/2012 - 09/14/2013): The contractor will provide all necessary resources to perform in accordance with the attached statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions. Amount: \$50,493.00 (Option Line Item) 09/01/2012				0.00
00050	OPTION YEAR IV (09/15/2013 - 09/14/2014): The contractor will provide all necessary resources to perform in accordance with the attached statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions. Amount: \$52,513.00 (Option Line Item) 09/01/2013				0.00
The total amount of award: \$243,129.00. The obligation for this award is shown in box 26.					

Part 1: Schedule of Services

1.1 Scope of Work: The U.S. Department of the Interior, Minerals Management Service (MMS) Minerals Revenue Management (MRM) is seeking to expand the use of an independent technology research resource(s) that would provide pragmatic and forward thinking advice.

1.2 Quoting Instructions ALL QUOTES SHALL be submitted via email to george.kelley@mms.gov or via mail to: WASC-Procurement, Attn: George Kelley, DFC-6th Ave. & Kipling, 8th Street, Bldg. 85A, Denver, CO 80225-0165. Quotes must include a Tax ID Number, DUNS Number, and GSA Contract Number. Quotes shall be submitted in Microsoft Word, PDF, or Excel Spreadsheet as email attachments. Due to limitations on the size of email attachments more than one email may be required.

Part 2: Statement of Work

IT Business Planning and Best Practices for Managing Outsourced IT Services Statement of Work (SOW)

1.0 General

The U.S. Department of the Interior, Minerals Management Service (MMS) Minerals Revenue Management (MRM) is seeking to expand the use of an independent technology research resource(s) that would provide pragmatic and forward thinking advice that MRM could leverage in the development of the following:

- MMS Information Technology strategic planning
- MRM Information Technology business planning initiative
- MRM Support System (MRMSS) governance framework and application of best practices towards management of the development, modernization, and enhancements of major system's infrastructure environment.
- MMS Enterprise Network (MMS.Net) governance framework and application of best practices towards the lifecycle management of a general support system.

The technology research resources should be in the form of proprietary databases, technology trend analysis, as well as consulting services.

2.0 Performance Requirements

2.1 Description of work

- a. The contractor will provide all necessary resources to perform under this SOW. MRM desires the services of an independent leading technology and market research firm to strategically support improvement, and the development of Information Technology best practices for ongoing MRM/MMS planning technology initiatives including IT platforms both hardware and software; as well as provide trends and insights on outsourcing activities.

MRM, an agency of MMS, is responsible for the management of revenue associated with both federal offshore and onshore mineral leases. MRM use the MRMSS to process the bonuses, rents, and royalties received from the Federal, State and Indian lands and provides the Federal Government with one of the largest sources of non-tax revenue. The MRMSS infrastructure is a contractor owned and operated system.

Desired research services are needed to provide an independent update on information technology insights for the development and formation of a sound governance structure that enables MRM to produce the best value in for the outsourced operation, maintenance and development activities associated with the MRMSS; as well as numerous other MMS outsourced IT-related contracts and activities.

b. Specifically, MRM seeks the following:

- (1) Access to world class research white papers and future trend analysis in/on the Information Technology industry as it applies to MRMSS, MMS.Net, other MRM IT-related contracts and activities.
- (2) Access to one-on-one audio/web meetings with industry subject matter experts.
- (3) Access for multiple IT – related research readers.
- (4) An alternative research service (MMS Enterprise engages Gartner) that provides a different perspective and numerous options that we can strategically evaluate and leverage for the betterment of our IT systems' lifecycle management, both in terms of hardware, software and IT support services
- 5) Online communities used for peer interest groups where a user can interact and consult with other research subscribers on real world problems.

Part 3: Special Contract Requirements/Clauses

3.1 Provisions of Contracting Officer's Authority

The CO is the only person authorized to approve changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. In the event the Contractor effects any such change at the direction of any person other than the CO, they will be done at the financial risk of the contractor. The change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

3.2 Release of Information

(a) Any proposed release of information pertaining to this contract or the work provided for in this contract shall be submitted to the Contracting Officer for approval prior to release. No information shall be released without written approval from the Contracting Officer.

(b) The Contractor further agrees to include this requirement in any teaming arrangement or subcontract as a result of this contract.

3.3 Limited Distribution or Use of Certain Data and Information

a. Performance of this contract may require the Contractor or the Contractor personnel to have access to and use of data and information which may be considered proprietary, or would be of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interests of the Government and others.

- b. The Contractor and Contractor personnel agree that they will not divulge or release data or information developed or obtained in connection with the performance of this contract, until made public by the Government, except to authorized personnel identified by the responsible Government official. 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 a purpose and to the extent authorized herein. This clause shall be included in all subcontracts, consulting or associate contractor agreements.
- c. The Contractor and Contractor personnel are subject to the penalties for unauthorized disclosure provided in Section 1905 of Title 18 United States Code, and (for data from the Outer Continental Shelf) Section 24 of the OCS Land s Act as amended.
- d. The Contractor and All Contractor personnel assigned to this contract will be required to sign a copy of the Contractor Employee Non-disclosure Statement within 10 business days of award of the contract and prior to commencement of any work. (See Part 6 List of Documents, Exhibits, and other Attachments)

3.4 Organizational Conflict of Interest

- a. It is the policy of the Department of the Interior to avoid contract awards which could create potential conflict of interest. Such a situation could occur in this instance when the Contractor or any Subcontractors have business, financial, real property, mineral rights, or other interests, as well as professional activities that create conflicting roles which could potentially bias a Contractor's judgment or result in unfair competitive advantage to the Contactor and thus impede the Government's objective of obtaining impartial, technically sound, and objective performance of the contract.
- b. Any request for waiver from the terms of this contract provision shall be directed in writing to the Contracting Officer and shall include a full description and justification of the required waiver.
- c. The Contractor, or any of his officers or representatives, shall not involve himself in any situation during performance of this contract which may result in conflicts as contemplated in the paragraph above. Failure to comply with this provision may be cause for termination of this contract for default.
- d. The Contractor must disclose any interest which may develop after contract award which may result in his placement in a conflicting role with his performance of this agreement. Failure to comply with this provision may be cause for termination of this contract for default.
- e. The Contractor shall include this clause, including this paragraph in all subcontracts, consultant and associate contractor agreements; however, subcontractors, consultants and associates shall be directed to send any request for waiver to the Contractor who shall then inform the Contracting Officer as described above.

3.5 Electronic Documentation of Past Performance Information

The Government may document the contractor's performance under this contract (including any task orders, delivery orders or calls placed against it) by using the Contractor Performance System (CPS), which is >maintained by the National Institutes of Health (NIH). Performance assessments entered into the CPS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS), which is maintained by the Department of Defense (DOD). Information in PPIRS is available to authorized

government personnel seeking past performance information when evaluating proposals for award. Contract performance will be evaluated on quality of the >product or service, cost control (except in Firm-Fixed-Price contracts), timeliness of performance and business practices, and subcontract management when a small business subcontracting plan is a requirement of the contract. PPIRS information is available at <http://www.ppirs.gov>, and CPS information is available at <https://cps.nih.gov>. Questions may be directed to Terry Grush at 303-231-3807 or terry.grush@mms.gov.

3.6 52.217-8 -- Option to Extend Services (Nov 1999)

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

(End of Clause)

3.7 52.217-9 -- Option to Extend the Term of the Contract.

a) The Government may extend the term of this contract by written notice to the Contractor within 30 [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ___ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5-years

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor’s programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR part 247).

(End of Clause)

3.8 52.239-1 -- Privacy or Security Safeguards (Aug. 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer’s written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government

access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of Clause)

3.9 1452.203-70 -- Restriction on Endorsements (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

(End of clause)

3.10 Contractor Employee Non-Disclosure Statement, if required:

CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT

It is understood that as part of my official duties under Contract No. _____ I may come in contact with Government procurement sensitive information or proprietary business information from other contractors (e.g., cost data). I, as an official Government contractor, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, procurement sensitive information is to include procurement data, contract information, plans, strategies and any other information that may be deemed sensitive.

I further certify that I will use proprietary business information only for official purposes in the performance of Contract No. _____, and will disclose such information only to those individuals who have a specific need to know in performance of their official Government duties. I hereby agree not to disclose to others any contractual information, including, but not limited to, proprietary information, trade secrets, financial data, and technical proposals which will be presented to me by the Minerals Management Service Contracting Officer or other Government Official. I agree that the described information is "inside information" and shall not be used for private gain by myself or another person, particularly one with whom I have family, business, or financial ties. For the purposes of this agreement, "inside information" means information obtained under Government authority which has not become part of the body of public information. I specifically will not disclose any such information to employees of my company or any other contractor employees who have not signed this agreement. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.

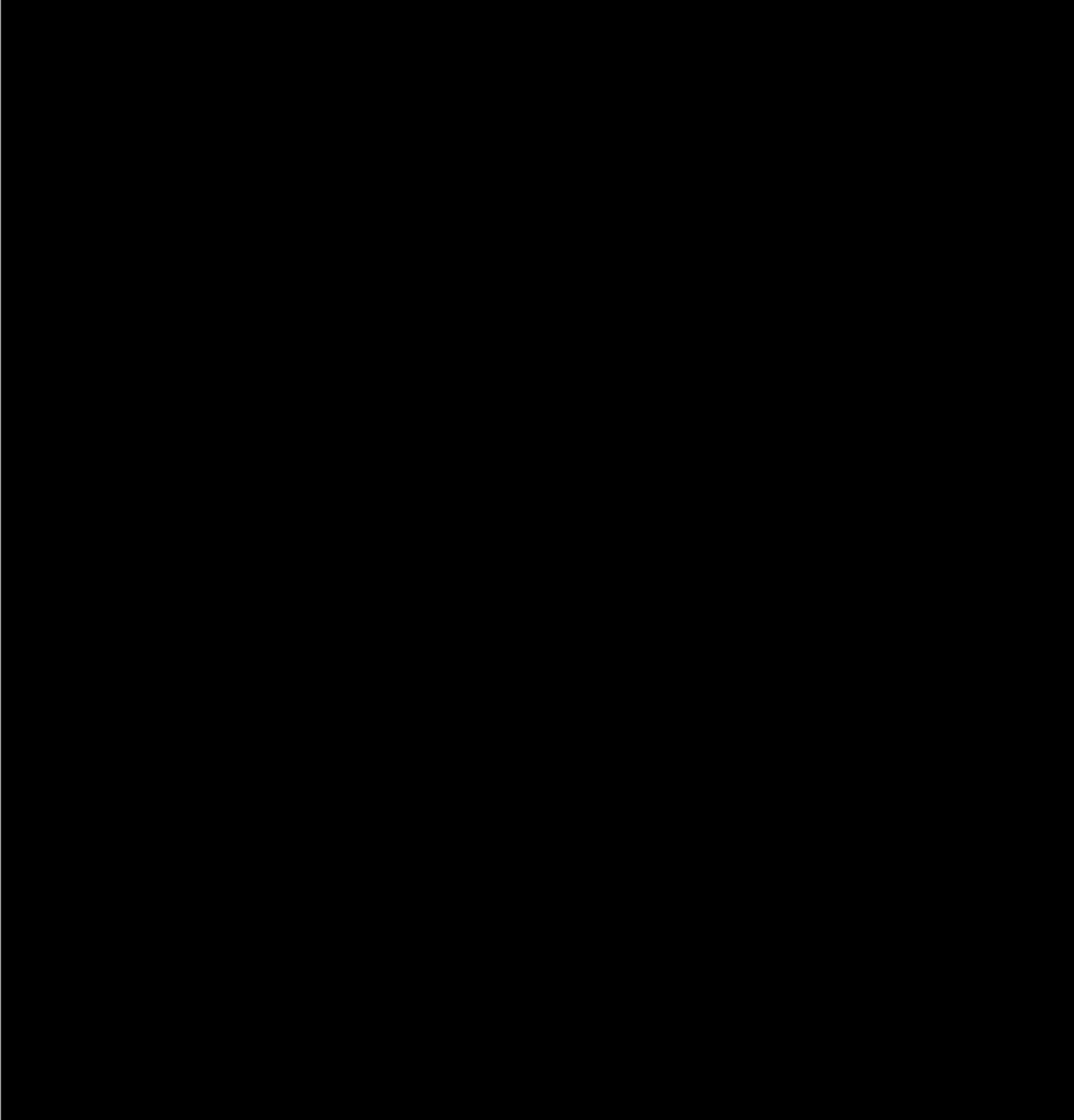
I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time, including subsequent to the performance of duties under _____.

(b) (3) (B)

(b) (3) (B)

(b) (3) (B)

(b) (3) (B)



(b) (3) (B)

(b) (3) (B)

(b) (3) (B)

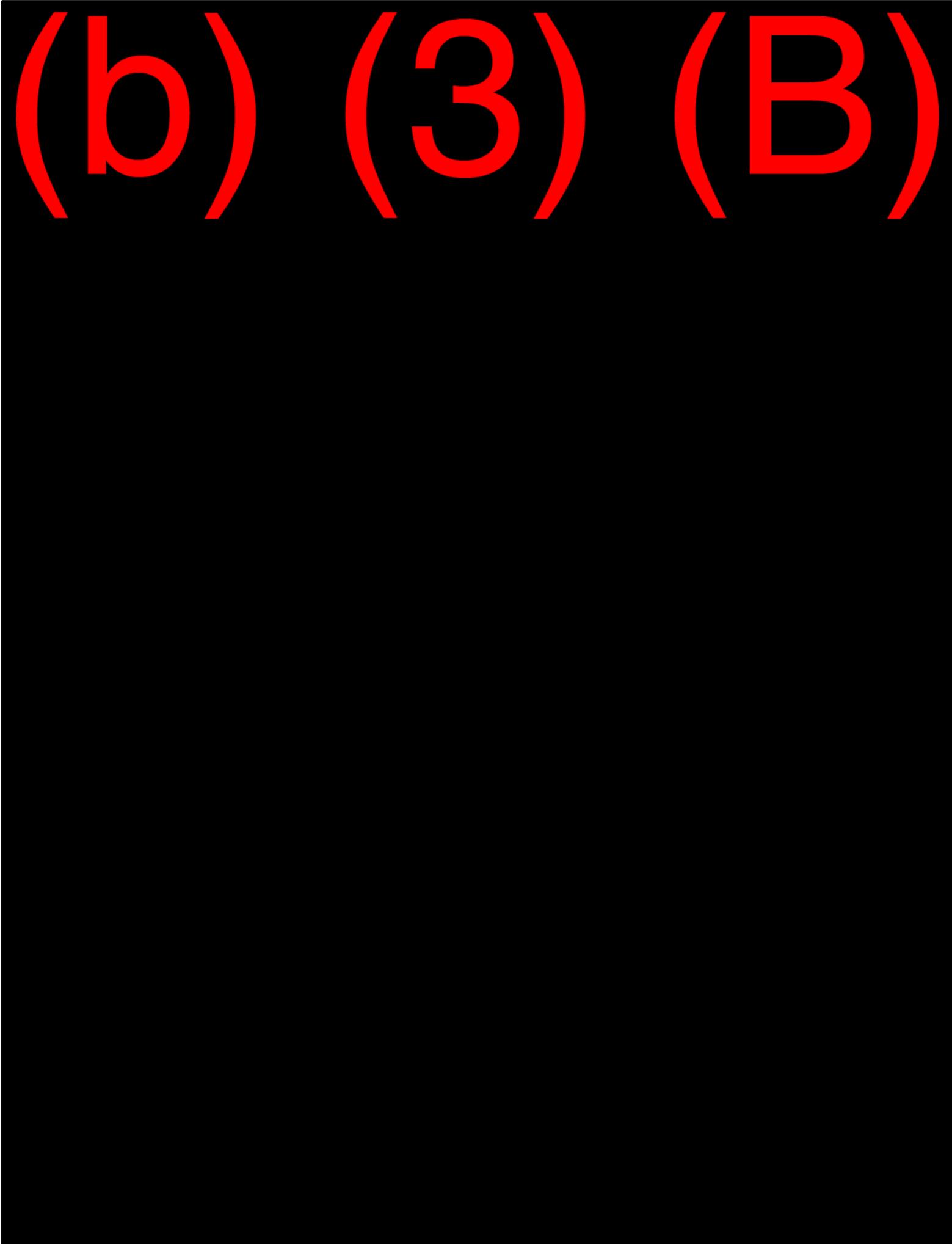
(b) (3) (B)

(b) (3) (B)

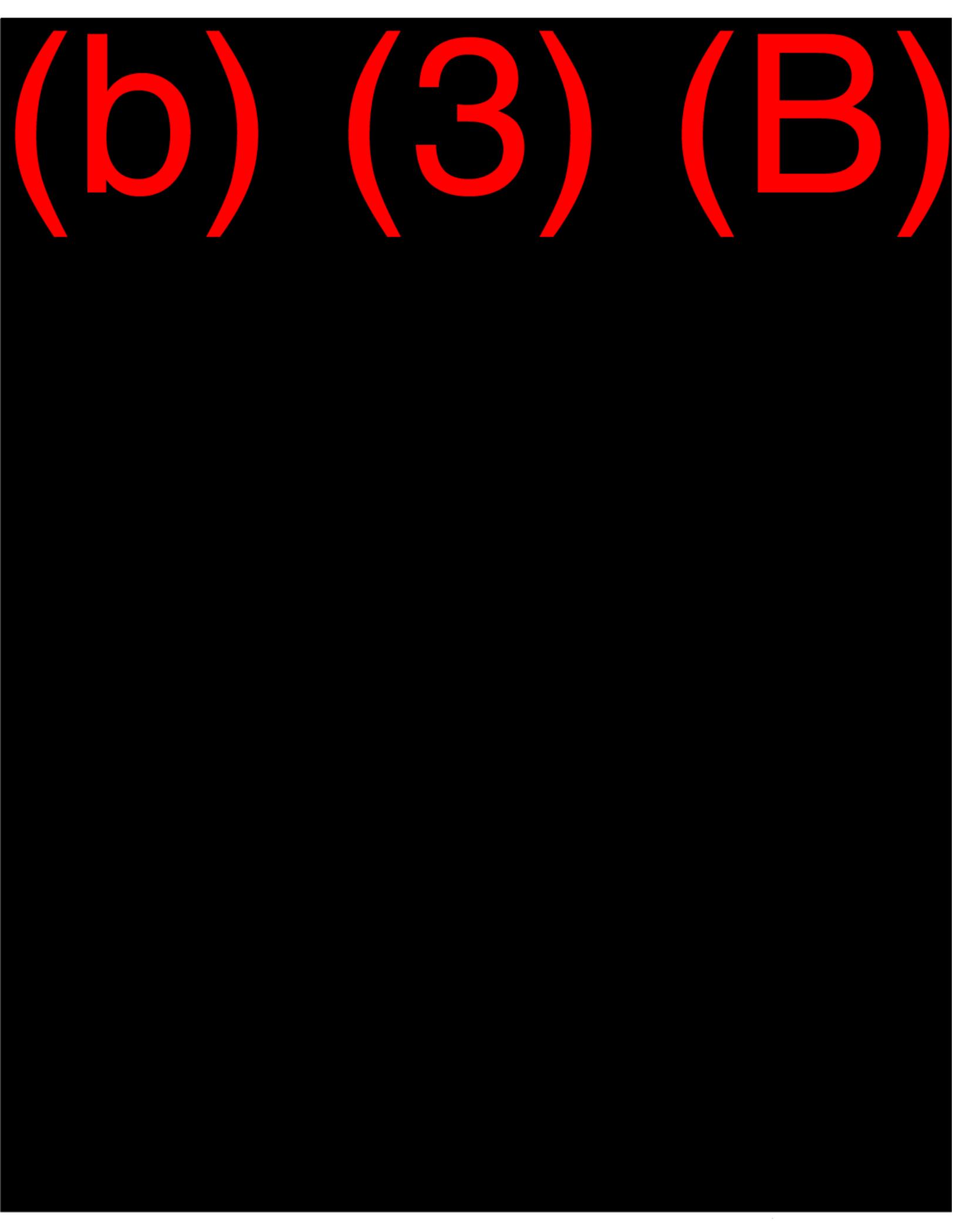
(b) (3) (B)

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(b) (3) (B)



(b) (3) (B)

(b) (3) (B)

(b) (3) (B)

(b) (3) (B)

(b) (3) (B)

2. AMENDMENT/MODIFICATION NO. 0001
 3. EFFECTIVE DATE 09/15/2010
 4. REQUISITION/PURCHASE REQ. NO. 0010030382
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE M20
 MMS/WASC-Procurement Branch
 PO Box 25165
 MS 2730
 Denver CO 80225-0165
 7. ADMINISTERED BY (If other than Item 6) CODE M20
 MMS/WASC-Procurement Branch
 PO Box 25165
 MS 2730
 Denver CO 80225-0165

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 FORRESTER RESEARCH, INC.
 Attn: ATTN GOVERNMENT POC
 400 TECHNOLOGY SQUARE
 CAMBRIDGE MA 02139-3583
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 GS-35F-4900H
 M09PD00211
 10B. DATED (SEE ITEM 13)
 09/01/2009
 CODE 0070350135 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended
 Offers 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 ACKNOWLEDGEMENT 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) Net Increase: \$44,884.15
 01

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X 52.217-9

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 Effective June 18, 2010, the Minerals Management Service (MMS) became the Bureau of Ocean Energy Management, Regulation, and Enforcement (BOEMRE). We are in the process of converting our automated systems to reflect the new organization however, until the conversion is complete, the term "Minerals Management Service" will continue to appear. "MMS" shall mean "BOEMRE" wherever it appears or is referenced.

The purpose of this modification is to exercise Option 1, 9/15/2010 through 9/14/2011.
 1. Option 1 is hereby exercised.
 2. The total contract amount is increased by \$44,884.15 to \$89,772.15
 3. All other terms and conditions remain unchanged.
 Account Assignment: K G/L Account: 6100.251B0
 Continued ...

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)
 George A. Kelley
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED
 7-14-10
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 GS-35F-4900H/M09PD00211/0001

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NAME OF OFFEROR OR CONTRACTOR
 FORRESTER RESEARCH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00020	Business Area: M000 Commitment Item: 251B00 Cost Center: MMR610200 Functional Area: M12PS0000.IME000 Fund: XXXM1917MD Fund Center: MMR610200 Asset Sub Number: 0000 PR Acct Assign Line: 01 FOB: Unknown Period of Performance: 09/15/2009 to 09/14/2014 Change Item 00020 to read as follows (amount shown is the obligated amount): OPTION YEAR I. Period of Performance 09/15/2010 - 09/14/2011				44,884.15

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO 0002		3 EFFECTIVE DATE 09/15/2011	4 REQUISITION/PURCHASE REQ NO 0040016980
5 PROJECT NO (if applicable)		6 ISSUED BY BOEMRE/WASC-Procurement Branch PO Box 25165 MS 2730 Denver CO 80225-0165	
7 ADMINISTERED BY (if other than Item 6)		CODE	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(x) 9A AMENDMENT OF SOLICITATION NO	
FORRESTER RESEARCH, INC. 400 TECHNOLOGY SQUARE CAMBRIDGE MA 02139-3583		9B DATED (SEE ITEM 11)	
CODE 0070330135		FACILITY CODE	
		(x) 10A MODIFICATION OF CONTRACT/ORDER NO GS-35F-4900H M09PD00211	
		10B DATED (SEE ITEM 13) 09/01/2009	

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 Offers is extended. is not extended. Offers 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 ACKNOWLEDGEMENT 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) Net Increase: \$36,995.40

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D OTHER (Specify type of modification and authority)
X	FAR Clause 52.217-9 Option to Extend the Term of the Contract

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

- This modification is issued to:
- Exercise Option II, 9/15/2011 - 9/14/2012 in the amount of \$36,995.40.
 - Add \$36,995.40 to contract line item 00030.
 - As a result of Item 2, the dollar value for this contract is increased by \$36,995.40 from \$89,772.15 to \$126,767.55.
 - Add Electronic Invoicing and Payment Requirements clause.

Continued ...

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) <i>Michael Doyle</i>	15B CONTRACTOR/OFFEROR Michael Doyle Chief Financial Officer	15C DATE SIGNED 8.9.11	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brenda J. McGehee	16B UNITED STATES OF AMERICA <i>Brenda McGehee</i>	16C DATE SIGNED 8/16/2011
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NAME OF OFFEROR OR CONTRACTOR
FORRESTER RESEARCH, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remain unchanged.</p> <p>Account Assignment: K G/L Account: 6100.25130 Business Area: M000 Commitment Item: 251B00 Cost Center: MMR610200 Functional Area: MN2FS0000.IME000 Fund: XXXM1917ND Fund Center: MMR610200 PR Acct Assign Line: 01 FOB: Unknown</p> <p>Change Item 00030 to read as follows (amount shown is the obligated amount):</p> <p>00030 OPTION YEAR II (b) (4) [REDACTED] 1 at \$27,202.50 each (b) (4) [REDACTED] 2 at \$4,896.45 each per quote dated July 27, 2011</p> <p>Period of Performance: 09/15/2011 to 09/14/2012</p> <p>Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) (April 2011)</p> <p>Beginning May 1, 2011, payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP). Payment terms for existing contracts and orders awarded prior to May 1 remain the same. The Contractor must use IPP for contracts and orders awarded May 1 and later, and must use the non-IPP invoicing process for those contracts and orders awarded prior to May 1.</p> <p>"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: https://www.ipp.gov.</p> <p>Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract):</p> <p>Continued ...</p>				36,995.40

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
GS-35F-4900H/M09PD00211/0002

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
FORRESTER RESEARCH, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>A proper invoice that meets the other terms and conditions of FAR 52.212-4, Contract Terms and Conditions Commercial Items (Feb 2007).</p> <p>The Contractor must use the IPP website to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ppgroup@bos.fpo.org or phone (866) 943-3131.</p> <p>If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer. (End of Clause)</p>				

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 11/03/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY BOEMRE/WASC-Procurement Branch PO Box 25165 MS 2730 Denver CO 80225-0165	CODE M20	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FORRESTER RESEARCH, INC. Attn: ATTN GOVERNMENT POC 400 TECHNOLOGY SQUARE CAMBRIDGE MA 02139-3583	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	(x)	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4900H M09PD00211
		10B. DATED (SEE ITEM 13) 09/01/2009

CODE 0070350135	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers 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 ACKNOWLEDGEMENT 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) 01	Net Decrease:	-\$36,995.40
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13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Due to the re-alignment of the U.S. Department of the Interior (DOI), Bureau of Ocean Energy Management, Regulation, and Enforcement (BOEMRE), Administration and Budget, Western Administrative Service Center (WASC) Procurement Office to the DOI National Business Center (NBC), Acquisitions Services Directorate (AQD) and integration into NBC's new contract and financial system, it is necessary to de-obligate all unexpended funding from this contract number, to be re-allocated to a new contract number to be determined under the new system. This action is considered an administrative change to accommodate a system implementation only. Funding will remain in place, for its intended purpose, during this transition and is in compliance and does not violate the Anti-Deficiency Act, 31 U.S.C. 1341. Once the implementation is complete, and the new contract number is identified, proper notice and instruction will be provided to the contractor. All other contract terms and conditions Continued ...

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) Brenda J. McGehee	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. DATE SIGNED 11/3/11

NAME OF OFFEROR OR CONTRACTOR
FORRESTER RESEARCH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>remain unchanged.</p> <p>Account Assignment: K G/L Account: 6100.251B0 Business Area: M000 Commitment Item: 251B00 Cost Center: MMMR610200 Functional Area: MN2PS0000.IME000 Fund: XXXM1917ND Fund Center: MMMR610200 PR Acct Assign Line: 01 FOB: Unknown</p> <p>Cancel Item 00030 in its entirety.</p>				

2. AMENDMENT/MODIFICATION NO. 0004 3. EFFECTIVE DATE 02/08/2012 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 1 2
 6 ISSUED BY CODE D45 7. ADMINISTERED BY (If other than Item 6) CODE

DOI, National Business Center, AQD
 Division 4/Branch 3A
 Denver CO 80225-0165

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 FORRESTER RESEARCH, INC.
 60 ACORN PARK DRIVE
 CAMBRIDGE

(x) 9A AMENDMENT OF SOLICITATION NO.
 9B DATED (SEE ITEM 11)
 x 10A MODIFICATION OF CONTRACT/ORDER NO.
 GS-35F-4900H
 D12PD70037
 10B DATED (SEE ITEM 13)
 11/03/2011

CODE 0070350135 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers 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 ACKNOWLEDGEMENT 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Legacy Doc #: M09PD00211
 LEGACY DOCUMENT M09PD00211

This modification is issued for administrative purposes.

1. Due to the realignment of the U.S. Department of the Interior (DOI), this delivery order has been integrated to the DOI National Business Center (NBC) Acquisitions Services Directorate (AQD) for administration. From this point forward, all inquiries, correspondence, invoices, etc. should reference the contract number in Block 10A.

2. All invoices must be submitted electronically to:
 Continued ...

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)
 Brenda Mcgehee
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)
 2/29/2012

NAME OF OFFEROR OR CONTRACTOR
FORRESTER RESEARCH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>finance-invoice@bsee.gov.</p> <p>3. The Government point of contact is changed to Stacey Browne.</p> <p>4. All other terms and conditions remain unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 09/15/2012	4. REQUISITION/PURCHASE REQ. NO. 0040045977	5. PROJECT NO. (If applicable)		
6. ISSUED BY DOI, National Business Center, AQD Division 4/Branch 3A Denver CO 80225-0165	CODE D45	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) FORRESTER RESEARCH, INC. 60 ACORN PARK DRIVE CAMBRIDGE			(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 0070350135			FACILITY CODE		
				9B. DATED (SEE ITEM 11)	
			(x)	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4900H D12PD70037	
			10B. DATED (SEE ITEM 13) 11/03/2011		

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 Offers is extended, is not extended. Offers 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 ACKNOWLEDGEMENT 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)
01 Net Increase: \$50,493.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

Forrester Leadership
Legacy Doc #: M09PD00211
This modification exercises Option Year III of the delivery order.

- CLIN 00040 is funded in the amount of \$50,493.
- As a result of item 1, the total dollar value of the order is increased from \$126,767.55 to \$177,260.55.
- All other terms and conditions remain unchanged.
Account Assignment: K G/L Account: 6100.251B0

Continued ...

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)	
		Brenda McGehee	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			6/20/12
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-4900H/D12PD70037/0005

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NAME OF OFFEROR OR CONTRACTOR
 FORRESTER RESEARCH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00040	<p>Business Area: D000 Commitment Item: 251B00 Cost Center: DS63604300 Functional Area: DRXPS0000.IME000 Fund: XXXD0102RX Fund Center: DS63604300 PR Acct Assign Line: 01 FOB: Destination</p> <p>Add Item 00040 as follows:</p> <p>Option Year III - The contractor will provide all necessary resources to perform in accordance with the statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions.</p> <p>Period of Performance: 09/15/2012 to 09/14/2013</p>				50,493.00
00050	<p>Add Item 00050 as follows:</p> <p>Option Year IV. The contractor will provide all necessary resources to perform in accordance with the statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions.</p> <p>Amount: \$52,513.00 (Option Line Item) 09/01/2013 Period of Performance: 09/15/2013 to 09/14/2014</p>				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 09/15/2013	4. REQUISITION/PURCHASE REQ. NO. 0040112455	5. PROJECT NO. (If applicable)
6. ISSUED BY DOI, National Business Center, AQD Division 4/Branch 3A Denver CO 80225-0165	CODE D45	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FORRESTER RESEARCH, INC. 60 ACORN PARK DRIVE CAMBRIDGE		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0070350135	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4900H D12PD70037	10B. DATED (SEE ITEM 13) 11/03/2011

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 Offers is extended. is not extended. Offers 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 ACKNOWLEDGEMENT 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) Net Increase: \$47,453.25

01

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 copies to the issuing office.

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

The Purpose of this modification is to:

a. Exercise Option Year 4;

b. Increase the overall obligated amount of the order by \$47,453.25; and

c. Extend the period of performance. The Period of Performance for Option Year 4 is September 15, 2013 through September 14, 2014.

Legacy Doc #: M09PD00211

Delivery: 09/15/2013

Payment Terms:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) Brenda McGehee
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	15D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 9/9/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-4900H/D12PD70037/0006

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NAME OF OFFEROR OR CONTRACTOR
 FORRESTER RESEARCH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	PP30 Delivery Location Code: 0003820410 ONRR, Information Management Center PO Box 25165, MS60430A Denver CO 80225-0165 US Account Assignment: K G/L Account: 6100.251B0 Business Area: D000 Commitment Item: 251B00 Cost Center: DS63605000 Functional Area: DRFPS0000.IME000 Fund: 12XD0102RF Fund Center: DS63605000 PR Acct Assign Line: 01 FOB: Destination Add Item 00010 as follows: Option Year 4. The contractor will provide all necessary resources to perform in accordance with the statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions. IT Approval Num: Y				47,453.25

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO 0005	3 EFFECTIVE DATE 09/15/2012	4 REQUISITION/PURCHASE REQ. NO 0040045977	5. PROJECT NO. (If applicable)		
6 ISSUED BY DOI, National Business Center, AQD Division 4/Branch 3A Denver CO 80225-0165	CODE D45	7. ADMINISTERED BY (If other than Item 6)		CODE	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) FORRESTER RESEARCH, INC. 60 ACORN PARK DRIVE CAMBRIDGE			(x)	9A AMENDMENT OF SOLICITATION NO.	
CODE 0070350135			FACILITY CODE		
				9B DATED (SEE ITEM 11)	
			x	10A MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4900H D12PD70037	
			10B DATED (SEE ITEM 13) 11/03/2011		

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 Offers is extended, is not extended. Offers 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 ACKNOWLEDGEMENT 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) Net Increase: \$50,493.00
01

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

(b) (4)

Legacy Doc #: M09PD00211

This modification exercises Option Year III of the delivery order.

1. CLIN 00040 is funded in the amount of \$50,493.

2. As a result of item 1, the total dollar value of the order is increased from \$126,767.55 to \$177,260.55.

3. All other terms and conditions remain unchanged.

Account Assignment: K G/L Account: 6100.251B0

Continued ...

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)	
		Brenda McGehee	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED
(Signature of person authorized to sign)			6/20/12
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-4900H/D12PD70037/0005

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NAME OF OFFEROR OR CONTRACTOR
 FORRESTER RESEARCH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00040	<p>Business Area: D000 Commitment Item: 251B00 Cost Center: DS63604300 Functional Area: DRXPS0000.IME000 Fund: XXXD0102RX Fund Center: DS63604300 PR Acct Assign Line: 01 FOB: Destination</p> <p>Add Item 00040 as follows:</p> <p>Option Year III - The contractor will provide all necessary resources to perform in accordance with the statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions.</p> <p>Period of Performance: 09/15/2012 to 09/14/2013</p>				50,493.00
00050	<p>Add Item 00050 as follows:</p> <p>Option Year IV. The contractor will provide all necessary resources to perform in accordance with the statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions.</p> <p>Amount: \$52,513.00 (Option Line Item) 09/01/2013 Period of Performance: 09/15/2013 to 09/14/2014</p>				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 09/15/2013	4. REQUISITION/PURCHASE REQ. NO. 0040112455	5. PROJECT NO. (If applicable)
6. ISSUED BY DOI, National Business Center, AQD Division 4/Branch 3A Denver CO 80225-0165	CODE D45	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FORRESTER RESEARCH, INC. 60 ACORN PARK DRIVE CAMBRIDGE		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0070350135	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4900H D12PD70037	10B. DATED (SEE ITEM 13) 11/03/2011

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 Offers is extended. is not extended. Offers 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 ACKNOWLEDGEMENT 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) Net Increase: \$47,453.25

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 copies to the issuing office.

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

The Purpose of this modification is to:

a. Exercise Option Year 4;

b. Increase the overall obligated amount of the order by \$47,453.25; and

c. Extend the period of performance. The Period of Performance for Option Year 4 is September 15, 2013 through September 14, 2014.

Legacy Doc #: M09PD00211

Delivery: 09/15/2013

Payment Terms:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) Brenda McGehee
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	15D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 9/9/2013

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-4900H/D12PD70037/0006

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 FORRESTER RESEARCH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00010	PP30 Delivery Location Code: 0003820410 ONRR, Information Management Center PO Box 25165, MS60430A Denver CO 80225-0165 US Account Assignment: K G/L Account: 6100.251B0 Business Area: D000 Commitment Item: 251B00 Cost Center: DS63605000 Functional Area: DRFPS0000.IME000 Fund: 12XD0102RF Fund Center: DS63605000 PR Acct Assign Line: 01 FOB: Destination Add Item 00010 as follows: Option Year 4. The contractor will provide all necessary resources to perform in accordance with the statement of work, contractor's proposal dated August 25, 2009, and all contract terms and conditions. IT Approval Num: Y				47,453.25