

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING	PAGE OF PAGES 1 69	
2. CONTRACT (Proc. Inst. Ident.) NO. N00033-08-D-6507		3. EFFECTIVE DATE 23 Jul 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. N0003381936301			
5. ISSUED BY MILITARY SEAL FT COMMAND, N1022 914 CHARLES MORRIS COURT SE WASH NGTON NAVY YARD DC 20398-5540		CODE N00033	6. ADMINISTERED BY (If other than Item 5)			CODE	
		See Item 5					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CACI-CMS INFORMATION SYSTEMS INC M CROSSMAN 1100 N GLEBE RD STE 200 ARLINGTON VA 22201-4797				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9 DISCOUNT FOR PROMPT PAYMENT			
				10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 3RTC6		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS SUBMIT NVOICES IAW THE CONTRACT. SEE SCHEDULE FOR DETAILS AA 00000			CODE	HQ0484
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$7,922,420.60 EST	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	63 - 68
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 38	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	39 - 50	X	J	LIST OF ATTACHMENTS	69
X	D	PACKAGING AND MARKING	51	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	52	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	53 - 54		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	55 - 58	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	59 - 62	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return [] copies to issuing office Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein)				18 [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number N00033-08-R-6507-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract No further contractual document is necessary			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER KATHRYN BRINKLEY / CONTRACTS TEL: (b)(6) EMAIL: (b)(6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		20C. DATE SIGNED 16-Jul-2008	
BY (Signature of person authorized to sign)							

Section B - Supplies or Services and Prices

FPR

CACI-CMS Information Systems, Incorporated's final proposal revision dated 23 May 2008, Volumes I and II, as amended and Amendments 0001, 0002, and 0003 are hereby accepted and incorporated into this contract.

Award covers the base period and includes task orders placed against CLINS 0001-0003. Option CLINS 1001-4003 are subject to the options provisions.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Labor FFP Professional Business Information Technology Support Services to implement and maintain MSC Enterprise System and Human Resources Management System in accordance with Section C of the Statement of Work (SOW). FOB: Destination	(b) (4)	Lump Sum	\$1.00	\$(b) (4)
				<hr/> MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000101	Program Manager FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000102	Project Manager FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000103	Functional Lead FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000104	Senior BPR Specialist FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000105	Senior Functional Analyst FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000106	Functional Analyst FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000107	Senior Technical Specialist FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000108	Analyst FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000109	Technical Lead FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000110	Senior Program Analyst FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000111	Senior Programmer Analyst FFP (b)(4) FOB: Destination	UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Travel FFP Travel in accordance with Section 7 of the SOW. FOB: Destination	20,000	Lump Sum	\$1.00	\$20,000.00 EST
				MAX NET AMT	\$20,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Training Material FFP Student Training Guides and Manuals. FOB: Destination	20,000	Lump Sum	\$1.00	\$20,000.00 EST
				MAX NET AMT	\$20,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	Labor FFP Professional Business Information Technology Support Services to implement and maintain MSC Enterprise System and Human Resources Management System in accordance with Section C of the Statement of Work (SOW). FOB: Destination	(b) (4)	Lump Sum	\$1.00	(b) (4)
				MAX NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100101		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Program Manager FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100102		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Project Manager FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100103		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Functional Lead FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100104		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior BPR Specialist FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100105		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Functional Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100106		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Functional Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100107		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Technical Specialist FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100108		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100109		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Technical Lead FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100110		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Program Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
100111		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Programmer Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		22,000	Lump Sum	\$1.00	\$22,000.00 EST
OPTION	Travel FFP Travel in accordance with Section 7 of the SOW. FOB: Destination				
				MAX NET AMT	\$22,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003		22,000	Lump Sum	\$1.00	\$22,000.00 EST
OPTION	Training Material FFP Student Training Guides and Manuals. FOB: Destination				
				MAX NET AMT	\$22,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		(b) (4)	Lump Sum	\$1.00	\$(b) (4)
OPTION	Labor FFP Professional Business Information Technology Support Services to implement and maintain MSC Enterprise System and Human Resources Management System in accordance with Section C of the Statement of Work (SOW). FOB: Destination				
				MAX NET AMT	\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200101		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Program Manager FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200102		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Project Manager FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200103		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Functional Lead FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200104		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior BPR Specialist FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200105		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Functional Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200106		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Functional Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200107		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Technical Specialist FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200108		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200109		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Technical Lead FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200110		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Program Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
200111		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Programmer Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002		24,000	Lump Sum	\$1.00	\$24,000.00 EST
OPTION	Travel FFP Travel in accordance with Section 7 of the SOW. FOB: Destination				
				MAX NET AMT	\$24,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003		24,000	Lump Sum	\$1.00	\$24,000.00 EST
OPTION	Training Material FFP Student Training Guides and Manuals. FOB: Destination				
				MAX NET AMT	\$24,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		(b) (4)	Lump Sum	\$1.00	\$(b) (4)
OPTION	Labor FFP Professional Business Information Technology Support Services to implement and maintain MSC Enterprise System and Human Resources Management System in accordance with Section C of the Statement of Work (SOW). FOB: Destination				
				MAX NET AMT	\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300101		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Program Manager FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300102		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Project Manager FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300103		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Functional Lead FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300104		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior BPR Specialist FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300105		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Functional Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300106		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Functional Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300107		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Technical Specialist FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300108		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300109		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Technical Lead FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300110		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Program Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
300111		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Programmer Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002		26,000	Lump Sum	\$1.00	\$26,000.00 EST
OPTION	Travel FFP Travel in accordance with Section 7 of the SOW. FOB: Destination				
				MAX NET AMT	\$26,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003		26,000	Lump Sum	\$1.00	\$26,000.00 EST
OPTION	Training Material FFP Student Training Guides and Manuals. FOB: Destination				
				MAX NET AMT	\$26,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001		(b) (4)	Lump Sum	\$1.00	\$(b) (4)
OPTION	Labor FFP Professional Business Information Technology Support Services to implement and maintain MSC Enterprise System and Human Resources Management System in accordance with Section C of the Statement of Work (SOW). FOB: Destination				
				MAX NET AMT	\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400101		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Program Manager FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400102		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Project Manager FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400103		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Functional Lead FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400104		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior BPR Specialist FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400105		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Functional Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400106		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Functional Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400107		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Technical Specialist FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400108		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400109		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Technical Lead FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400110		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Program Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
400111		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Senior Programmer Analyst FFP (b)(4) FOB: Destination				
				MAX NET AMT	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002		28,000	Lump Sum	\$1.00	\$28,000.00 EST
OPTION	Travel FFP Travel in accordance with Section 7 of the SOW. FOB: Destination				
				MAX NET AMT	\$28,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003		28,000	Lump Sum	\$1.00	\$28,000.00 EST
OPTION	Training Material FFP Student Training Guides and Manuals. FOB: Destination				
				MAX NET AMT	\$28,000.00 (EST.)

B-1 INSTRUCTIONS FOR SECTION B

Insert totals from Exhibit 1, found in Section J for CLINS 0001, 0002, 0003, 1001, 1002, 1003, 2001, 2002, 2003, 3001, 3002, 3003, 4001, 4002, and 4003.

B-2 CONTRACT LINE ITEMS, CONTRACT SUBLINE ITEMS, AND EXHIBIT LINE ITEM PRICING

Unit prices and amounts for contract line items (CLINS), and exhibit line items (ELINs) shall be entered as indicated in the schedules and any accompanying exhibits.

In the event of a difference between a unit price and the extended total amount, the unit price will be held to be the contract price, and the total of the CLINs, SLINs, or ELINs will be recomputed accordingly. The CLIN, which includes recomputed contract SLINs or ELINs, will also be recomputed to take into account the change in the contract SLIN or ELIN. If the total amount for a CLIN, SLIN, or ELIN is entered, but not the unit price, the total amount divided by the CLIN, SLIN, or ELIN will be held to be the intended unit price.

B-3 MINIMUM AND MAXIMUM QUANTITIES

a. As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract's total minimum guaranteed quantity is orders totaling \$500,000.00 based on the contracted labor rates, said orders to be placed during the contract's base year. The contract's maximum quantity shall be **\$41,600,831**. Reimbursable amounts shall not count against the maximum order quantity.

b. Notwithstanding paragraph (a), above, the Contractor shall honor any order exceeding the contract's maximum quantity in paragraph (a) unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to perform the services called for. Upon receiving this notice, the Government may acquire the services from another source.

B-4 INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM QUANTITIES

Once the estimated quantities for individual lines items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall maximum amounts of the contract per year is not exceeded and the contractor indicates its agreement by signing the task order.

Section C - Descriptions and Specifications

This requirement is for Professional Business IT Support Services to implement and maintain Military Sealift Command, (MSC) Enterprise Automated Information System (AIS) business systems.

1.0 Background. Headquartered in Washington, DC, the mission of the Military Sealift Command (MSC) is to provide strategic sealift services in support of national defense objectives. Within MSC, the Command, Control, Communication and Computer Systems (C4S) Directorate is charged with providing AIS support to all Directorates and Program Managers. C4S provides MSC project management, life cycle management, training and support for MSC business system implementations. It must also ensure that all MSC internal IT systems support the functional tasks of the internal organization and create or maintain compatibility and connectivity to required Government agencies and activities.

MSC executes its own contracts in support of its mission and is a self-financing activity that provides a service to its customers for a fee that is intended to cover its entire cost of operations. MSC must account for nearly \$3 billion a year in funds that are received to provide sealift services to its customers. In fiscal year 2000, MSC implemented a new Financial Management System (FMS) to replace its legacy accounting system. The new system, based on Oracle Federal Financials and other Oracle commercial sector products, is Joint Financial Management Improvement Program (JFMIP) compliant and Chief Financial Officer (CFO) capable, and forms the basis for all internal and external financial reporting for the command.

Additionally, MSC has implemented a Human Resources Management System (HRMS) in support of the Military Sealift Fleet Support Command (MSFSC) Personnel Directorate (N1), which is the administrative nerve center for all civilian mariner employment activity. The MSFSC N1 mission includes providing payroll, equal employment opportunity (EEO), training, recruitment, promotions, marine placement, processing, security, employee relations and travel services in support of fleet mariners worldwide.

The C4S Directorate created a Project Management Office (PMO) within N6 that is charged with maintaining HRMS, providing ongoing functional support to the Financial Management System (FMS), and providing continuing support to other IT systems throughout their life cycle for the entire MSC community.

2.0 Scope and Objectives. This statement of work identifies the professional business IT support services the contractor shall perform in support of the PMO. The scope of this effort includes (1) assisting the government project manager in the management and implementation of training needs for the IT aspects of the MSC-Human Resources Management System (MSC-HRMS), which is a decision support system tool used by the Military Sealift Fleet Support Command (MSFSC) Personnel Directorate (N1) to support MSC civilian mariners' day-to-day operations including various operations necessary for appropriate staffing and deployment of MSC ships; (2) providing IT support for the continuing enhancement, ongoing maintenance of and training related to the MSC-Financial Management System (MSC-FMS); (3) providing IT support as set forth below for MSC IT systems; (4) developing IT training for various IT systems as required and directed by MSC; and (5) providing global helpdesk Tier II functional support for MSC-FMS, MSC-FMS/Standard Procurement System (SPS) integration, and MSC-HRMS.

3.0 Requirements and Tasks. The contractor shall provide skilled personnel with the professional and technical skills and capabilities necessary to provide (1) FMS users—both domestic and foreign—information and assistance on the use of Oracle applications, as they apply to MSC's FMS and related systems; (2) FMS-SPS interface maintenance and FMS support for all MSC contracts; and (3) problem diagnosis and resolution using knowledge of Oracle applications, MSC's FMS implementation, and MSC Tier II resources. All problem resolution shall be in accordance with the Federal Acquisitions Regulation (FAR), Defense Federal Acquisitions Regulation Supplement

(DFARS) and Navy specific contracting regulations, along with Financial Management Regulation (FMR) and associated Department of Defense (DOD) and Department of Navy (DON) financial regulations.

The contractor shall also be required to prepare and maintain up-to-date tracking records to ensure all customer requirements are quickly and accurately satisfied. When requested by the MSC, the contractor shall attend briefings, other meetings, and formal training provided by MSC. This is to provide technical information and updates for Helpdesk contractor personnel, and to provide up-to-date information on the status of MSC FMS and emerging technical issues. Briefings are normally held during normal working hours at MSCHQ.

3.1 Program Management Support and Training Requirements. The contractor shall provide a full range of IT support for program management support and training initiatives for MSC Enterprise applications to include HRMS, FMS, SPS, the Budget Preparation System (BPS), and other IT systems as required. The contractor shall create and maintain IT business process documents, training manuals, and guides; and shall provide on-site application training and training reinforcement.

3.1.1 Program Management and Training Tasks. The contractor shall provide support in the following areas:

- *Program Management.* The contractor shall (1) provide program management and IT project facilitation for MSC FMS, HRMS, and SPS; (2) support the Government project officer with various enhancements, maintenance, and upgrade initiatives; (3) support the various initiatives and actively maintain IT project plans for each endeavor; (4) track each assigned IT project to completion and deployment to the MSC community; (5) prepare briefings and other required educational materials related for the IT projects for both internal and external use; and (6) prepare IT project status briefings for the Executive Steering Group and the MSC Management Committee as required.
- *Plan and Coordinate Training.* The contractor shall provide support services for the day-to-day planning, directing, and coordinating of the IT training effort within the PMO. The contractor shall perform the following subtasks:
 - *Training Coordination.* The contractor shall provide a Training Coordinator to work with MSC to define prerequisites for application training, schedule instructors, and ensure the on-site delivery of training materials. The Training Coordinator shall provide periodic training in-process reviews with MSC to review the status of training actions, identify new training content, and resolve all issues. A separate instance of each production database will be maintained and supported by MSC to accommodate training activities.
 - *Training Materials.* The contractor shall create and update training materials utilizing the Oracle Tutor application; and shall utilize these materials to conduct required instructor-led training. These module-based materials shall serve as the baseline for training updates that shall be developed and submitted to support training at the deployment sites. The module-based materials shall be broken down into specific role-based training manuals in accordance with MSC published roles and responsibilities hierarchy (which will be provided at the time of award). The contractor shall maintain a database of training material information and metrics and shall provide updates to MSC. These updates shall address new functionality added to the application, (e.g., for full operational capability (FOC), changes in process, and future updates to the roles and responsibilities hierarchy). The contractor shall update training materials for IT systems and convert the same into the standard Oracle Tutor format.
 - *Deliver Application Training.* The contractor shall deliver application and module instructor-led classroom training as required by MSC. The course materials provided by the contractor shall keep pace with changes in the operating environment.

- **End-to-End Training Content.** The contractor shall develop new and/or updated training content that is relevant to users. This content shall be incorporated into the developed role-based training materials and included in future classes.
- **Training Reinforcement.** The contractor shall (1) make resources available, after scheduled instructor-led training, to assist the end users in transferring classroom-obtained knowledge to the working environment; (2) be available to answer user questions, assist in problem resolution, and facilitate the independent study for MSC personnel; and (3) work closely with MSC to develop alternative training approaches and to migrate training materials to the web or to other electronic media.

3.2 Business Process Requirements. The contractor shall perform Requirements Analysis of programs, Design & Development of programs, and Documentation tasks necessary to effectively utilize software integration products to achieve a fully integrated solution for MSC, and to ensure that solution is integrated seamlessly into MSC's Enterprise Architecture.

3.2.1 Business Process Tasks. The contractor shall provide IT business process technical review analysis and documentation to include:

- **FMS Support.** The contractor shall provide IT business technical process review and analysis support on any module within MSC FMS.
- **SPS-FMS Integration Process Documentation, Training, and Lessons Learned.** The contractor shall (1) provide Procure to Pay IT business processes related to the FMS-SPS integration; (2) participate in Area Command training classes with a focus on IT business process support; (3) document lessons learned from the FMS-SPS integration; and (4) review Procure to Pay business processes and update documentation as required.
- **Human Resource Management System.** The contractor shall provide IT business process technical review and analysis support on any module within the MSC Human Resource Management System (HRMS).
- **General Business Process Support.** The contractor shall provide IT business process technical review and analysis support for related Procure to Pay initiatives, Technical Capital Investment Board (TCIB), Metrics documentation, budget execution, any modules within FMS, HRMS, SPS, Data warehouse repositories and any other enterprise system the Government identifies.
- **Knowledge Management.** The contractor shall provide IT knowledge management technical and functional support for related Procure to Pay initiatives systems and any other systems identified by MSC.

3.3 FMS/SPS Helpdesk Requirements. The Global helpdesk uses a three Tier system approach. Tier I is used when answering and disseminating phone calls is required. Tier II is used when a functional resolution for the application is required. Tier III is use when technical resolution is required. The contractor shall (1) provide global helpdesk integrated Tier II functional support for FMS, SPS, and FMS-SPS integration; (2) provide problem diagnosis and resolution using knowledge of Oracle applications, MSC's FMS, SPS implementation, and the FMS/SPS Integration; (3) prepare and maintain accurate and up-to-date tracking records of helpdesk tickets; and (4) provide input to the Government regarding the development of a Standard Operating Procedures (SOP) for the Global Helpdesk.

3.3.1 FMS/SPS Helpdesk Tasks. The contractor shall provide global helpdesk integrated Tier II functional support described as follows:

- *FMS Helpdesk Support.* The contractor shall provide resources to staff the Helpdesk who possess minimum required skills with the modules identified below. MSC places heavy emphasis on Oracle Purchasing. For each resource proposed in support of this task, the contractor shall provide the Functional expertise with each module. Skill with each of the following specific Oracle Financial modules [version 11.5.7 or later] of the Oracle financial package is required. The contractor shall also be required to provide services on future versions of these modules.
 - Oracle Federal Purchasing
 - Oracle Federal General Ledger
 - Oracle Federal Accounts Payable
 - Oracle Federal Accounts Receivable
 - Oracle Projects
 - Fixed Assets
 - Inventory
 - Workflow
 - Discoverer
 - iSupplier
 - iProcurement
 - iReceiving
 - Oracle Enterprise Planning and Budgeting

- *FMS/SPS Integration Helpdesk Support.* The contractor shall (1) provide resources to staff the Helpdesk who possess minimum required skills with the FMS/SPS interface and the business process associated with the two systems as they interface; and (2) provide technical expertise with Oracle XML Gateway and the trading network WebMethods technology. Skill with each of the following specific interface management tools is required.
 - Trading Networks WebMethods
 - Toad SQL
 - Standard Procurement System (view only)
 - Oracle XML Gateway
 - Oracle Workflow Administrator

- *SPS Helpdesk Support.* The contractor shall provide resources to staff the Helpdesk who possess minimum required skills with SPS. For each resource proposed in support of this task, the contractor shall provide SPS support and Cognos, Functional System Administrator support. The contractor shall use Cognos and provide Functional System Administrator support. Minimum required skills with SPS 4.2 increment 2 service release 07 or later is required. The contractor shall also be required to provide services on future versions of SPS.

3.4 HRMS Helpdesk Requirements. The contractor shall (1) provide global helpdesk Tier II functional support for the MSC Human Resource Management System (HRMS); (2) provide problem diagnosis and resolution using knowledge of Oracle applications and MSC's HRMS; (3) prepare and maintain up-to-date tracking records to ensure all customer requirements are quickly and accurately satisfied; and (4) provide input to the Government regarding the development of a SOP for the Global Helpdesk.

3.4.1 HRMS Helpdesk Task. The contractor shall provide resources to staff the TIER II Helpdesk functional support for the human resources business process that possess minimum required skills with each module. Skill with each of the following specific Oracle Human Resource Management System modules [version 11.5.7 or later] of the Oracle Human Resources Package is required. The contractor shall also be required to provide services on future versions of these modules.

- Oracle Training Administration
- Oracle Time and Attendance
- Core Human Resources
- Self-Service Human Resources
- IRecruitment
- Payroll

3.5 BPS Requirements. The contractor shall (1) provide application maintenance support and global helpdesk Tier II functional support for the MSC Budget Preparation System (BPS); (2) provide problem diagnosis and resolution of the current BPS application; (3) prepare and maintain up-to-date tracking records to ensure all customer requirements are quickly and accurately satisfied; and (4) provide input to the Government regarding the development of SOP for the Global Helpdesk. Knowledge of FMR volume 11 is required.

3.5.1 BPS Tasks. The contractor shall provide resources to staff the Helpdesk who possess minimum required skills with the modules identified below. BPS is essential to the mission of MSC. The contractor shall provide technical expertise with the working capital fund budget process. Skill with BPS version 5.5.1 modules and budget process associated with the module is required. The contractor shall also be required to provide services on future versions of these modules.

- Budget File and Submission
- Budget Ship Statistics
- Budget Creation
- Budget Modification
- Budget Allocation
- Budget Phasing
- Budget Import/Export Process
- Budget Reporting
- Budget Preparation System Administration

3.6 Electronic Invoicing Requirements. The contractor shall (1) provide assistance in the implementation of electronic invoicing within the context of MSC-FMS; (2) analyze and document electronic invoice requirements and forward to the Contracting Officer Representative (COR); (3) coordinate the implementation of electronic invoicing for new vendors within the MSC financial architecture; (4) document as-is and to-be process models; (5) analyze Government systems (e.g., Wide Area Work Flow (WAWF) and DOD Electronic Business Exchange (DEBX)) and document fit/gap of Government systems relative to MSC requirements; (6) analyze and document fit/gap of third-party systems as required; (7) prepare and maintain accurate up-to-date tracking records and submit to the COR; and (8) provide input to the Government regarding the development of a SOP for the Global Helpdesk.

3.6.1 Electronic Invoicing Tasks. The contractor shall provide resources to staff the Helpdesk who possess minimum required skills with electronic invoicing. Electronic Invoicing Processes is required for MSC's mission. The contractor shall provide technical expertise with the MSC Procure-to-Payment process, specifically as it relates to the below electronic invoicing process.

- Electronic Commerce Gateway Support
- EDI transaction Support
- XML Transaction Support

4.0 Government Furnished Equipment. As identified below, the Government shall provide workspaces at MSCHQ and MSFSC with networked computers to include access to the MSC LAN, access to the application development, training and production databases, as appropriate and telephones required for conducting normal

project business. The required equipment will include on-site computer assets, access to the MSC LAN, access to the application development, training and production databases, as appropriate.

TASK	Number of Government Owned Workstations	Location
Task 3.1	2	MSCHQ
Task 3.3	2	MSCHQ
Task 3.4	4	MSCHQ
Task 3.5	1	MSFSC
Task 3.6	1	MSCHQ

5.0 Deliverables. The contractor shall provide a monthly expenditure and progress report identifying specific accomplishments. The contractor shall provide a final project report upon completion of each tasking.

5.1. Format of Deliverables. All documentation deliverables shall be prepared using Microsoft Office products (Word, Excel, Project, and PowerPoint) in a format acceptable COR, unless the use of other software is mutually agreed between the COR and the contractor.

TASK	DELIVERABLE	DISTRIBUTION	DELIVERY
3.1 – 3.6	Kick-Off Meeting Minutes	Key MSC Personnel	5 days after Kick-off Meeting
3.1 – 3.6	Progress and Status Report	1 copy to COR	Monthly, due by 15 th
3.1 – 3.6	Expenditure Report	1 copy to COR	Monthly
3.1 – 3.6	Final Project Report	1 copy to COR	Within 7 days of completion of project.
3.1 – 3.6	Timesheets	1 copy to COR	Monthly
3.1 – 3.6	Plan/Schedule	1 copy to COR	15 days after award of Task Order
3.1 – 3.6	Plan/Schedule	1 copy to COR	As required
3.1	Student Guides	Per Student	As required
3.1	Job Aids	Per Student	As required
3.2	IT Business Process Documentation	4 copies to COR	As required
3.3 – 3.5	Global Helpdesk Service level Agreement (SLA)	2 copies COR	30 Days after the beginning of Tasks 3.3 – 3.5

5.2 Section 508 Certification Requirements. All deliverables stated in this statement of work must comply with the Federal Acquisition Circular (FAC) 97-27 which implements Section 508 of the Rehabilitation Act of 1973 as amended by the Subsection 408(b) of the Workforce Investment Act of 1998 effective 25 June 2001.

6.0 Period of Performance. This requirement is for one base year and 4 additional one-year options, for a total of five years.

7.0 Place of Performance. Work shall be performed at MSC Headquarters, the contractor's site, and other MSC, Defense Finance and Accounting System (DFAS), and United States Transportation Command (USTC) sites as required. Travel may be required to other Navy, DOD installations, or MSC enterprises which currently consist of the following locations:

Norfolk, VA
 San Diego, CA
 Yokohoma Japan
 Naples, Italy
 Guam
 Pusan, Korea

Pearl Harbor, HI
Singapore
Bahrain

8.0 Contract Type. The resulting contract shall be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract as defined in FAR 16.504, with the issuance of Fixed Price and/or level or effort task orders.

9.0 Security. All work under this contract is UNCLASSIFIED—BUSINESS SENSITIVE. However, contractor employee shall file non-disclosure agreements.

10.0 Other Pertinent Information or Special Considerations. The Contractor shall have personnel on-site at MSC Headquarters and other sites identified by the COR.

- All contractor personnel performing work under this contract shall be fluent in English.

- All contractor personnel performing work under this contract shall be citizens of the United States of America.

11.0 Personnel Requirements. Key Personnel shall meet the minimum requirements specified below. All personnel must have experience working with DOD and DON agencies. The minimum personnel requirements for the basic contract and each proposed tasks are provided below.

11.0.1 Definitions. Functional Support is the ability to work within the application. Technical support is the ability to develop or maintain the technology.

11.1 Program Manager

Minimum skills required: At least 10 years of management experience leading Information Technology projects and programs for DOD and/or DON agencies. Management experience shall be in a program with Business, Human Resource Applications and the associated business processes; as well as the Navy and OMB policies, Knowledge of FAR, DFARS and Navy contracting regulations, along with FMR and associated DOD/DON financial regulation is required.

Desired skills: Knowledge of the MSC business processes associated with the Oracle Accounting and Human Resources Systems within the current enterprise.

11.2 Project Manager – Task 3.1

Minimum skills required: At least 5 years management experience leading Information Technology training projects and programs for DOD and/or DON agencies. Management experience shall be in a program with particular relevance to Business and Human Resource Applications, along with the business processes associated with applications.

Desired skills: At least 6 years of project management experience of planning, coordinating, developing training materials, leading classroom training and using the Oracle Tutor product for the creation of the training materials. Knowledge of FAR, DFARS and Navy specific contracting regulations, along with FMR and associated DOD/DON financial regulation is required.

11.3 Functional Lead – Task 3.1

Minimum skills required: At least 4 years experience training the Oracle E-Business Suite for DOD and/or DON agencies. Training experience shall be with the Oracle E-business products along with the business processes associated with applications.

Desired skills: Experience with the MSC business processes associated with the Oracle Accounting System within the current enterprise.

11.4 Functional Lead – Task 3.1

Minimum skills required: At least 4 years experience training the Oracle Human Resource Management Suite for DOD and/or DON agencies. Training experience shall be with the Oracle Human Resource Management product along with the business processes associated with applications.

Desired skills: Experience with MSC business processes associated with the Oracle Human Resource Management System within the current enterprise.

11.5 Project Manager – Task 3.2

Minimum skills required: At least 7 years management experience leading projects and programs for DOD and/or DON agencies. Management experience shall be in a program with particular relevance to Information Technology, change management efforts, knowledge management and metrics.

Desired skills: At least 4 years management experience in providing Business Process documentation and change management efforts to include Oracle financial systems and human resource systems. Knowledge of the DON Chief of Information Format of the Exhibit 300 and Capital Asset Planning for information systems, the FAR, the DFARS, Navy specific contracting regulations, along with FMR and associated DOD/DON financial regulation and quality assurance.

11.6 Senior Functional Analyst – Task 3.2

Minimum skill required: At least 5 years functional experience leading projects and programs for DOD and/or DON agencies. Functional experience shall be in a program with particular relevance to Information Technology, change management efforts, knowledge managements and metrics.

Desired skills: At least 3 years experience in providing change management documentation and business process re-engineering efforts to include Oracle financial systems and human resource systems. Knowledge of DON Chief of Information Format of the Exhibit 300 and Capital Asset Planning for information systems, the FAR, the DFARS, Navy specific contracting regulations, along with FMR and associated DOD/DON financial regulation.

11.7 Project Manager – Task 3.3

Minimum skill required: At least 8 years management experience leading projects and programs for DOD and/or DON agencies. Experience shall be in a program with particular relevance to Information Technology helpdesk, Oracle financials, SPS, Interfaced Systems and the business processes associated with the procure-to-pay process.

Desired skills: At least 4 years experience in providing support on the Oracle financial product, all associated modules and reporting tools, WebMethods trading networks and the Oracle XML Gateway products through a helpdesk process.

11.8 Functional Lead – Task 3.3

Minimum skill required: At least 5 years functional experience with Oracle E-business suites with projects and programs for DOD and/or DON agencies. Functional experience shall be in a program with particular relevance to Information Technology and Oracle financials to include Oracle Purchasing, General Ledger, Payables, Toad and Discoverer in a helpdesk environment.

Desired skills: At least 3 years experience in providing support on the Oracle E-Business suite and associated modules, reporting tools, WebMethods trading networks and the Oracle XML Gateway products through a helpdesk process.

11.9 Functional Lead – Task 3.3

Minimum skill required: At least 5 years functional experience with SPS within DOD and/or DON agencies. Functional experience shall be in a program with particular relevance to Information Technology and the SPS within a Helpdesk environment.

Desired skills: At least 3 years experience in providing support using WebMethods trading networks and the Oracle XML Gateway products through a helpdesk process.

11.10 Technical Lead – Task 3.3

Minimum skill required: At least 5 years Technical experience with the SPS within DOD and/or DON agencies. Technical experience shall be in a program with particular relevance to Information Technology and the SPS within development, unit testing, user acceptance testing, quality assurance, training and production environments. The technical expertise shall include SPS application, database (Sybase version 12 and later) and Webmethods trading networks.

11.11 Project Manager – Task 3.4

Minimum skill required: At least 3 years management experience leading projects and programs for DOD and/or DON agencies. Experience shall be in a program with particular relevance to Information Technology helpdesk, Oracle Human Resource System and Interfaced Systems and the business processes associated with human resource.

Desired skills: At least 3 years experience in providing support on the Oracle human resources product, all associated modules and reporting tools through a helpdesk process.

11.12 Functional Lead – Task 3.4

Minimum skill required: At least 3 years functional experience with the Oracle Human Resource Management suites and projects and programs for DOD and/or DON agencies. Functional experience shall be in a program with particular relevance to Information Technology and Oracle Human Resource Management to include Oracle Time and Attendance, Oracle Training and Administration, Toad and Discoverer in a helpdesk environment.

Desired skills: At least 3 years experience in providing support on the Oracle Human Resource Management suite, associated modules, and reporting tools.

11.13 Project Manager – Task 3.5

Minimum skill required: At least 5 years management experience leading budget system projects and programs for DOD and/or DON agencies. Experience shall be in a program with particular relevance to Information Technology helpdesk, Java Applications, Oracle 9i Database, Oracle Discoverer and system interface systems. Experience with Budgeting Systems in a working capitol fund environment and the associated with FMR volume 11.

Desired skills: At least 7 years experience in providing maintenance support on the MSC Budget Preparation System and reporting tools and experience provide functional support that specializes in the MSC budgeting business processes through a helpdesk process.

11.14 Senior Program Analyst – Task 3.5

Minimum skill required: At least 3 years functional experience with Budget System in a working capitol fund environment with DOD and/or DON agencies. Functional experience shall be in a program with particular relevance to Information Technology to include application maintenance, application enhancements, application testing, Oracle Discoverer and application support within a helpdesk environment.

11.15 Senior Technical Specialist – Task 3.5

Minimum skill required: At least 5 years Information Technology Technical experience with Oracle Database version 8.1.7 and above and Java applications within DOD and/or DON agencies. Experience with particular relevance to Information Technology within a development, unit testing, user acceptance testing, quality assurance, training and production environments.

11.16 Project Manager – Task 3.6

Minimum skill required: At least 5 years management experience leading projects and programs for DOD and/or DON agencies. Experience shall be in program with particular relevance to Information Technology to include Electronic Commerce Center Gateway maintenance support in a test and production environment. Experience with system interfaces utilizing EDI/XML transactions.

Desired skills: At least 4 years experience in providing Gentran Electronic Commerce Center Gateway support.

11.17 Senior Technical Specialist – Task 3.6

Minimum skill required: At least 4 years Information Technology Technical experience with Electronic Commerce Center Gateway maintenance support in a test and production environment in a DOD and/or DON agency. Experience with system interfaces utilizing EDI/XML transactions.

Desired skills: At least 2 years experience in providing Gentran Electronic Commerce Center Gateway support.

12.0 Performance Standards: This is a performance-based requirement in accordance with FAR 37.6. The performance standards are as follows:

12.1 Responsiveness

Tasks	Performance Standard	Acceptable/Unacceptable	Deduction
Tasks 3.3- 3.6	Contractor must acknowledge receipt of all MSC GHD Severity 1 Trouble Tickets within 30 minutes of the GHD notification	<p>Acceptable: Contractor acknowledges receipt of the GHD Severity 1 ticket in 30 minutes or less.</p> <p>Unacceptable: Contractor fails to acknowledge receipt of GHD Severity 1 ticket within 30 minutes.</p>	<p>Contract payment will be deducted \$368.00 per incident from their monthly invoice if acknowledgement does not occur within 30 minutes of GHD notification.</p> <p>Contract payment will be deducted an additional \$368.00 for every hour or part thereof past the initial 30 minutes in which they do not provide acknowledgement.</p>
Tasks 3.3 –3.6	Contractor must provide resolution or a detailed update if resolution is beyond its control on all Severity 1 Trouble Tickets within 4 hours of the GHD notification.	<p>Acceptable: Contractor provides resolution or a detailed update if resolution is beyond its control within 4 hours of GHD notification.</p>	<p>Contract payment will be deducted \$368.00 per incident if resolution or detailed update was not provided within 4 hours.</p>

		<p>Unacceptable: Contractor fails to provide resolution or a detailed update if resolution is beyond its control within 4 hours of GHD notification.</p>	<p>Contract payment will be deducted an additional \$368 for every hour or part thereof past the initial 4 hours window in which they did not provide resolution or detailed update.</p>
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C-2 KEY PERSONNEL

(a) The Contractor agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The Contractor agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer.

(c) All requests for approval of substitutions under this contract shall be in writing and shall provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer. All substitutions proposed during the duration of this contract must have qualifications that are equal to or exceed the qualifications of the person originally accepted at the time of contract award. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

The qualifications of personnel proposed for substitution shall be no less than the qualifications of the individuals specified below.

(d) List of Approved Key Personnel (to be added at time of award and will be based upon proposal.

NAME	CONTRACT LABOR CATEGORY
(b)(6)	(b)(6)

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or

that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the task order, in addition to other rights the Government may have, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate.

C-3 Work Week

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work times for Government employees at MSCHQ are Monday through Friday, 7:00 AM – 4:30 PM ET. Work at this Government installation shall be performed by the Contractor within the normal workweek unless different hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by Government employees at the supported activity.

(c) This contract does not allow for payment of overtime.

C-4 Transition Services

The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training; and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

Section D - Packaging and Marking

The contractor shall comply with the packaging and marking requirements in accordance with the Schedule and individual Task Orders.

Section E - Inspection and Acceptance

Performance standards are set out in Paragraph 12.0 of Section C.

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

F-1 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS
TO EXTEND TERM OF THE CONTRACT

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

CLIN(S) PERIODS OF PERFORMANCE FOR ISSUING ORDERS

0001 – 0003	Effective Date (Block 3 of the SF 26) through one (1) year thereafter.
1001 – 1003	Date of option exercise through one (1) year thereafter.
2001 – 2003	Date of option exercise through one (1) year thereafter.
3001 – 3003	Date of option exercise through one (1) year thereafter.
4001 – 4003	Date of option exercise through one (1) year thereafter.

The period of performance for each order shall be stated within each task order. Additional time of not more than 180 days beyond the ordering period may be allowed for completion of outstanding orders.

The period of performance for option CLIN(S) to extend the term of the contract is as follows:

1001 – 1003	1 st Option Year – Date of option exercise through one (1) year thereafter.
2001 – 2003	2 nd Option Year – Date of option exercise through one (1) year thereafter.
3001 – 3003	3 rd Option Year – Date of option exercise through one (1) year thereafter.
4001 – 4003	4 th Option Year – Date of option exercise through one (1) year thereafter.

The above periods of performance for the options to extend the term of the contract shall apply only if the Government exercises the options as stated in Section B in accordance with FAR clause 52-217-9.

F-2 PERIOD OF PERFORMANCE

This requirement is for one (1) base year and four (4) one-year options.

F-3 PLACE OF PERFORMANCE

The Place of Performance is addressed in Section C, paragraph 7.0.

F-4 MILESTONE/DELIVERABLES

Deliverables are addressed in Section C, paragraph 5.0.

F-5 PLACE OF DELIVERY

Originals of all correspondence requiring signature, such as copies of monthly status report, etc. shall be delivered to the COR at the following address:

Military Sealift Command
914 Charles Morris Court, SE
Washington Navy Yard, DC 20398-5540

As directed by either Task Orders, deliverables may be electronically submitted to:

(To be provided at the time of award of Task Order)

F-6 WRITTEN DELIVERABLES

The contractor shall review, approve, and sign all draft and final written documents before being delivered to the Government.

F-7 FORMAT FOR DELIVERABLES

The format for deliverables is addressed in Section C, paragraph 5.1

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

G-1 TYPE OF CONTRACT

The resulting contract shall be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract as defined in FAR 16.504, with the issuance of Fixed Price and/or level of effort task orders.

G-2 PROCEDURES FOR TASK ORDERS

(a) Ordering. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with fixed price task orders for MSC. Services to be furnished under this contract shall be furnished by the issuance of task orders on DD Form 1155. Orders shall be placed by the MSC Contracting Officer or his/her representative. Task orders shall contain the information in paragraph (b) below:

(b) Ordering Procedures.

(1) Task orders issued shall include, but not be limited to, the following information:

- (a) Date of Order
- (b) Contract, order number and requisition number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed
- (e) Description of end item(s) to be delivered
- (f) DD Form 254 (Contract Security Classification Specification), if applicable
- (g) Period of time in which the services are to be performed
- (h) For each applicable labor category, estimated number of labor hours required to perform the order
- (i) The ceiling price for the order
- (j) List of Government-furnished material and the estimated value thereof, if applicable

(2) (a) Task orders may be issued under this contract by facsimile or by electronic commerce methods. The Contractor shall acknowledge receipt of any task order within one working day after receipt thereof.

(b) Oral orders may be placed hereunder only in emergency circumstances by the Contracting Officer or his/her representative. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days

(c) Modification of Task Orders.

- (1) Task orders may be modified by the Contracting Officer. Modifications to task orders shall include the information set forth in paragraph (b) above, as applicable.
- (2) Task orders may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.
- (3) The number of hours may be reduced based on actual hours worked; in such event, a reduction in the task order price shall be calculated for each affected labor category by multiplying the number of reduced hours by the applicable labor rate. Contractor shall invoice only actual hours worked at the appropriate labor rate. Any reduction in hours will be reflected in a task order modification at the completion of the task order performance period.

(d) Ceiling Price. The ceiling amount for each task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) Unilateral Orders. Task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(f) Close-out. MSC will perform close-out on individual task orders as soon as possible after work is completed, the task order is reconciled, and the contractor has received payment. The Contractor agrees to perform those internal functions necessary to support this process and to close out all task orders within 90 days to completion of services. MSC may, on a case-by-case basis, entertain reasons why a task order could not be closed out within the stipulated 90 days.

G-3 INVOICE

Invoices shall be submitted not more than once every thirty days covering the amount claimed to be due for services rendered for each task order. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated below:

Comptroller, N83
Military Sealift Command
914 Charles Morris Court, SE
Washington Navy Yard, DC 20398

An invoice must include -

- 1) Name and address of the Contractor;
- 2) Invoice date and number;
- 3) Contract number, contract line item number and, if applicable, the order number;
- 4) Labor hours expended during billing period broken down by description, quantity, unit of measure, unit price and extended price for the services delivered; travel dollars expended for the period broken out to identify period of travel, transportation, lodging, meals, and incidentals; material dollars expended for the period broken out to identify actual costs incurred;
- 5) Terms of any discount for prompt payment offered;
- 6) Name and address of official to whom payment is to be sent;
- 7) Name, title, and phone number of person to notify in event of defective invoice; and
- 8) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- 9) Electronic funds transfer (EFT) banking information.
 - (a) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (b) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

- (c) EFT banking information is not required if the Government waived the requirement to pay by EFT.

G-4 PROGRESS AND STATUS REPORT

(a) The contractor shall prepare and submit a report concurrently with each invoice presented for payment. The report shall cover the term for which the voucher is submitted, and shall include:

(1) Identification Elements

- a. Title ("Progress and Status Report");
- b. Contract, invoice and control Numbers;
- c. Contractor's name and address;
- d. Date of report;
- e. Reporting (invoicing) period;
- f. Name of individual preparing report;

(2) Task Order Description Elements. For each task order included in the invoice, the report shall include:

- a. Task order number;
- b. Description of progress made during the reporting period, including problem areas encountered and recommendations;
- c. Results obtained relating to previously identified problem areas;
- d. Deliverables completed and delivered;
- e. Extent of subcontracting and results achieved;
- f. *Labor hours expended for the period and cumulatively broken out to identify labor categories, labor rate and specific individuals utilized and the amount of labor hours expended by each;
- g. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the order.
- h. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.
- i. Travel dollars expended for the period broken out to identify period of travel, transportation, lodging, meals, and incidentals.
- j. Material dollars expended for the period broken out to identify actual costs incurred.

(b) Each report shall address each element of paragraph (2) above for each affected task order. Where the element is not applicable, the report shall so state.

(c) Distribution of the report shall, as a minimum, be one copy to the Contracting Officer and one copy to the COR.

*If for reasons of company proprietary interest, it is desired to withhold names of individuals from the report, a unique identifier (such as a payroll number) will be accepted; provided, however, that no more than one such identifier is utilized by any individual under this or any other contract effort and that the names of the individuals so identified will be made available to the Contracting Officer when requested.

G-5 DESIGNATION OF CONTRACTING OFFICER REPRESENTATIVE

(a) The Contracting Officer hereby appoints the following individual as COR for this contract.

Name: **Tomas Tarr**

Code: N63
 Address: Military Sealift Command
 914 Charles Morris Court, SE
 Washington Navy Yard, DC 20398-5540
 Phone Number: (202) 685-5325
 E-mail: Tomas.Tarr@navy.mil

(b) Only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the contract or of any task order issued thereunder between the Contractor and any other person be effective or binding on the Government. When/if, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested by the COR, the Contractor shall promptly notify the the Procuring Contracting Officer (PCO) in writing. No action shall be taken by the Contractor unless the PCO has issued a contractual change.

G-6 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) The contractor will receive notification via email when a Contractor Performance Appraisal Report (CPAR) has been completed and is available for review and comment on any element of the proposed rating before that rating becomes final. Within 30 days after contract award, the contractor shall provide the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any CPAR developed under the contract to the CPARS focal point via e-mail (jill.kline@navy.mil). If, during the life of this contract the company individual(s) are replaced, the substituted individual's information (contractor, the name, title, e-mail address and telephone number) will be provided to the CPARS focal point within 30 days of the replacement.

G-7 MSC CHECK IN - CHECK OUT

The contractor shall adhere to MSC checkout procedures for the termination and/or collection of all Public Key Infrastructure (PKI), Common Access Card (CAC), PKI SOFTWARE CERTIFICATES, MSC Badges, Parking Passes, and parking Decals, provided to MSC support contractors - both on site and off site, which can provide access to government resources and which were sponsored or issued by MSC.

ACCOUNTING AND APPROPRIATION DATA

AA: 97 X 4930 ND2A 000 00033 0 000033 2F0000000000000000
 AMOUNT: \$500,000.00
 CIN N00033819363010001: \$250,000.00
 CIN N00033819363010002: \$250,000.00

Section H - Special Contract Requirements

H-1 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In the performance of this contract, the Contractor will not use as a consultant or employ (on either a full or part time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies are contravened and no appearance of a conflict of interest will result.

H-2 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, 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 charges incurred as a result thereof. The address and telephone numbers of the Contracting Officer are:

NAME – **Kathryn Brinkley / Clarice Turner**
ADDRESS – Military Sealift Command
914 Charles Morris Court, SE
Washington Navy Yard, DC 20398-5540
TELEPHONE – **(202) 685-5863 / (202) 685-5575**

H-3 CONTRACT IDENTIFICATION

a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

H-4 SUBCONTRACTING PLAN FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS

Pursuant to FAR 52.219-9, the subcontract plan for this contract is set forth in attachment number **J-3**, Small Subcontracting Plan dated 25 June 2008 is made a part hereof. The Government will monitor the Contractor's performance based on the subcontract plan in accordance with the terms of the contract.

H-5 TASK ORDER CLOSE-OUT

Paragraph H-5 is hereby deleted in its entirety.

H-6 REIMBURSEMENT OF TRAVEL (APPLICABLE TO CLINS 0002, 1002, 2002, 3002 and 4002)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. The travel request shall be submitted three weeks in advance, when possible, prior to incurring any travel costs, and shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

The contractor shall submit the travel request in writing to the COR. The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(2) Travel Reimbursement. The Contractor shall be reimbursed for actual transportation expenses, lodging, meals and incidental expenses. Actual does not include handling charges, General & Administrative cost (G&A), profit or any other indirect cost. The contractor shall use the allowable Government personnel rates for transportation and lodgings. Reimbursement for airfare shall not exceed the lowest customary standard, coach or equivalent airfare offered during normal business. The Contractor will not be reimbursed for travel expenses unless audited records for transportation contain evidence, such as original receipts substantiating actual expenses incurred for travel. In no event will reimbursement exceed the published rates of common carriers. Expenses for lodgings, meals and incidental expenses shall be reimbursed to the Contractor, provided that the overnight stay was documented as necessary. Actual expenses shall be considered reasonable, allowable, and reimbursable only to the extent that they do not exceed on a daily basis the maximum per diem rate in effect at the time of travel as set forth in the Joint Travel Regulations located at <https://secureapp2.hqda.pentagon.mil/perdiem/>.

(3) When the Contractor expects total funding expended for reimbursable items to reach 85 percent of the total funds available on each travel CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on the task order with a Reimbursable travel CLIN.

(4) The Government is not obligated to reimburse the Contractor for otherwise reimbursable travel in excess of the funded amount stated in the task order with the reimbursable travel CLIN.

(5) The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable travel in excess of the funded amount stated in the task order with the reimbursable Travel CLIN unless the Contracting Officer notifies the Contractor in writing that the funded amount stated in the task order under the applicable Reimbursable Travel CLIN has been increased. In the event notification is made orally, such notification shall be followed up in writing within two working days.

(6) No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.

(7) Change orders shall not be considered an authorization to exceed the funded amount stated in the task order under the Reimbursable Travel CLIN unless they contain a statement expressly increasing the funded amount of that Reimbursable CLIN by a sufficient amount to cover the change order.

H-7 REIMBURSEMENT OF TRAINING MATERIAL

(1) Task orders will contain a not-to-exceed amount for training material. The Government will reimburse the Contractor only for the actual price paid. "Actual price" paid by the Contractor for such supplies and services includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" for training material does not include material handling charges, overhead, G&A costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision.

(2) To be eligible to receive reimbursement for training material the Contractor must obtain at least three quotes for each transaction in excess of \$2,500 to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so.

(3) The Contractor shall maintain documentation of all reimbursable purchases until three years after the contract is closed out and shall provide access to and copies of such documentation when requested by the Contracting Officer.

(i) A description of the supplies and services purchased.

(ii) Identification of the proposed subcontractor and price.

(iii) Suppliers contacted and price quotes. Include other pertinent data such as price lists used if suppliers were not contacted and information regarding the selection if other than price-related factors were considered.

(4) The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies and services giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the contract. It shall be the Contractor's burden to demonstrate that the price it paid for the reimbursable items was fair and reasonable.

(5) When the Contractor expects total funding expended for reimbursable items to reach 85 percent of the total funds available on each training material CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on the task order with a Reimbursable training material CLIN at the time a reimbursable item is ordered.

(6) The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the task order with the Reimbursable training material CLINs.

(7) The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable supplies and services in excess of the funded amount stated in the task order with the training material CLIN unless the Contracting Officer notifies the Contractor in writing that the funded amount stated in the task order under the material CLIN has been increased. In the event notification is made orally, such notification shall be followed up in writing within two working days.

(8) No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.

(9) Change orders shall not be considered an authorization to exceed the funded amount stated in the task order under the material CLIN unless they contain a statement expressly increasing the funded amount of that material CLIN by a sufficient amount to cover the change order.

(10) All training materials become the property of the United States.

H-8 LIABILITY INSURANCE--FIXED PRICE TYPE CONTRACTS

(1) The following types of insurance are required in accordance with the FAR 52.228-5 "Insurance--Work on a Government Installation" clause and shall be maintained in the minimum amounts shown:

- (a) Workers' compensation and employers' liability: \$100,000 per employee
- (b) Comprehensive general liability: \$500,000 per occurrence
- (c) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$20,000 per occurrence for property damage

(2) Upon notification of contract award, the contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 "Insurance--Work on a Government Installation" clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Nov 2007) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	OCT 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	DEC 2007

52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	JUN 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Combating Trafficking in Persons	OCT 2006
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7041	Correspondence in English	JUN 1997

252.225-7042	Authorization to Perform	APR 2003
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through contract expiration, unless the contract is at any time extended using the authority at FAR 52.217-8.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$12,000,000;

(2) Any order for a combination of items in excess of \$20,000,000; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after

issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract ending date, unless the contract is at any time extended using the authority at FAR 52.217-8.

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 any time prior to the expiration of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor any time prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. This 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.

52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2008 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 28 February 2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within sixty (60) days from the date of acceptance by the Government. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

Section J - List of Documents, Exhibits and Other Attachments

Attachment J-1 Reserved
Attachment J-2 Reserved
Attachment J-3 Subcontracting Plan