

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 31	
2. CONTRACT (Proc Inst Ident) NO H92222-09-D-0048		3. EFFECTIVE DATE 07 Aug 2009		4. REQUISITION/PURCHASE REQUEST PROJECT NO			
5. ISSUED BY HQ USSOCOM SOAL-K ATTN: MADELINE BAUMGARTNER 7701 TAMPA POINT BLVD MACDILL AFB FL 33621		CODE: H92222		6. ADMINISTERED BY (If other than Item 5) DCMA MARYLAND 217 E. REDWOOD ST SUITE 1800 BALTIMORE MD 21202-5299		CODE: S2101A	
7. NAME AND ADDRESS OF CONTRACTOR (No street, city, county, state and zip code) INTERNATIONAL BUSINESS MACHINES CORPORAT FEDERAL INFO CALL CENTER 6710 ROCKLEDGE DR BETHESDA MD 20817-1806				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See Order)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (If applicable, specify otherwise)		ITEM	
CODE: 3BXY7		FACILITY CODE		10. BIL ADDRESS SHOWN IN			
11. SHIP TO MARK FOR  See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE: H00038	
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			
15A. ITEM NO		15B. SUPPLIES SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
<b>SEE SCHEDULE</b>							
				15G. TOTAL AMOUNT OF CONTRACT \$20,000,000.00 EST			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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 proposals, 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 H92222-09-R-0043-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as in the terms 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) the award contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER MADELINE BAUMGARTNER / CONTRACTING OFFICER TPO: 813 281 0560 X303 EMAIL: madeline.baumgartner@ussocm.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(3) (10 U.S.C. § 130b), (b)(6)		20C. DATE SIGNED 10-Aug-2009	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

PURPOSE:

1. This effort is a five-year Indefinite Delivery Indefinite Quantity (IDIQ) contract with a five year ordering period. Task orders will be issued as Cost Plus Fixed Fee (CPFF).
2. The guaranteed minimum amount of \$6,000,000.00 will be ordered under this contract via Task Order 0001. The maximum amount to be ordered under this contract is \$20,000,000.00.
3. The contract will also involve the delivery of data. Individual task orders will specify data delivery via Contract Delivery Requirements Lists (CDRL). A list of possible CDRLs can be found at Section C, Descriptions and Specifications.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	SORBIS	UNDEFINED	Lot	UNDEFINED	\$20,000,000.00

CPEF

Special Operations Resource Business Information System requirements as described in Section C, Statement of Objectives, and further defined within each individual task order Statement of Work. Material and Travel under this CLIN are calculated at actual cost plus G&A, but will carry no fee.

FOB: Destination

MAX COST	\$20,000,000.00 (EST.)
FIXED FEE	\$0.00
TOTAL MAX COST - FEE	\$20,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	DATA - Not Separately Priced	UNDEFINED			NSP

The contractor shall provide data in accordance with the Contract Data Requirements List (CDRL) as specified in individual task orders. The cost of the data, including preparing, formatting, reproducing and delivering data in accordance with the contract requirements will be included in CLIN 0001 labor costs under individual task orders.

Period of Performance: As set forth in individual task orders.

FOB: Destination

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MAX  
NET AMT

# CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$6,000,000.00		\$20,000,000.00

# CLIN DELIVERY TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	N/A	\$6,000,000.00	N/A	\$20,000,000.00
0002	N/A	NSP	N/A	NSP



## Section C - Descriptions and Specifications

STATEMENT OF OBJECTIVES

**Statement of Objectives (SOO)  
for  
Special Operations Resource Business Information System (SORBIS)**

**1.0 PROJECT PURPOSE AND BACKGROUND:**

**1.1 Project Purpose:** The SORBIS project is an effort to provide an enterprise business systems tool for the United States Special Operations Command (USSOCOM) that facilitates planning, programming, budgeting, execution, and program information reporting. The tool's software and hardware are to be located on the Command's Secure Internet Protocol Router Network (SIPRNet) and consists of a flexible user interface for data entry and retrieval and automated generation of necessary planning, programming, budgeting, and execution documents. It will also contain flexible Business Intelligence (BI) reporting tools for creating standard, ad hoc, and dashboard reporting; databases, and data management tools.

**1.2 Project Background:** The current environment for the USSOCOM resource management and acquisition information systems consists of three separate automated systems: the Financial Information System (FIS), the Planning, Programming and Budgeting, and Execution System Management Information System (PPBES MIS), and the Special Operations Acquisition and Logistics (SOAL) Information System (SOALIS)/Integrated Financial Tool for SOAL (IFTS). Each system operates to support a single functional area: Financial Execution; Planning, Programming and Budgeting, and Acquisition Management/Program Information Reporting. These systems are hosted on three different platforms and utilize three different information technologies and databases. The application will also have to operate within, and potentially use the capabilities of, the Microsoft Office SharePoint Server 2007 (MOSS 2007) operating environment which the USSOCOM will implement in late 2008 or early 2009. Offerors are strongly encouraged to use MOSS 2007 as their service oriented platform. Overcoming and improving the inherent limitations imposed through management of multiple legacy systems while simultaneously improving compliance with federal laws, such as the Chief Financial Officers Act and Federal Financial Management Acts, are some of the key objectives of the SORBIS effort.

**2.0 PROJECT GOALS:**

The goals of the SORBIS project are:

**2.1 Strategic Business Enterprise Architecture (BEA 4.1 or higher) Goals.**

**2.1.1** Provide a capability to acquire and maintain timely, accurate, and reliable information for Business Management and Acquisition Reporting

**2.1.2** Provide USSOCOM decision makers with timely access to this business and acquisition information.

**2.1.2.1** Enable improved Business Operations and Acquisition Reporting.

**2.1.2.2** Adopt the BEA for acquiring, managing, and providing material and personnel in support of the Warfighter

**2.1.2.3** Systematically enable efficiency and productivity improvements to USSOCOM business operations.

**2.2 SORBIS Goals**

**2.2.1** Modernize and integrate the USSOCOM resource management systems by implementing an integrated turn-key enterprise-wide (Headquarters and Component

Commands) resource data management application. This effort will transform USSOCOM's disparate and legacy resource management and acquisition information data systems into a state-of-the-art system. The results of this modernization will be accomplished by using a Commercial Off-The-Shelf (COTS) system(s) and complying with Federal, Department of Defense (DoD), and USSOCOM regulations and guidelines

**2.2.2** Maximize USSOCOM and Component Commands ability to reduce and ultimately eliminate reliance on legacy stove-piped systems and data. This will provide all levels of leadership reliable, accurate, and timely financial and acquisition information on an enterprise-wide basis

**2.2.3** Process programming, budgetary, financial, and acquisition data from multiple data sources, both internal and external to USSOCOM. Create, capture, store, discover, present/display, validate, and report this information for decision-makers across the enterprise.

**3.0 SCOPE:** The scope of acquisition defined by this SOO is to acquire contractor services to develop and implement a SORBIS material solution. Due to the timing of DoD financial cycles, USSOCOM requires an incremental approach to develop and implement the SORBIS financial management and acquisition program reporting capabilities. Prior to starting the incremental deployment and implementation, USSOCOM will make a "go/no go" decision at that point whether or not to continue with the development and implementation of the SORBIS material solution

#### **4.0 OBJECTIVES:**

**4.1 Critical Objectives.** Based on the SORBIS requirements as outlined in the Capability Production Document (CPD), technically modernize and reengineer USSOCOM's resource and acquisition data management systems by using a phased approach and a modular contracting strategy to provide business processes which leverage commercial "best practices" and are built on COTS solutions.

**4.1.1** Provide a single inclusive, scalable resource data management system to capture, process, discover, and display accurate and up-to-the minute planning, programming, budgetary, financial accounting, and acquisition program information for decision makers

**4.1.2** Provide products and services to the Government based on an appropriate blend of COTS, commercial best practices, innovation, information assurance, and risk management. Maximum use of COTS products is encouraged to provide the greatest level of flexibility for end user configuration and to provide credentialed users the ability to respond to emerging requirements without having additional code written

**4.1.3** Utilize existing/future data management tools and modern analytical reporting tools, to include BI capabilities, to provide system users with both the ability to provide accurate and timely financial and acquisition resource data to decision makers and the ability to drill down through data from a highly aggregated level to transaction level detail. These tools will be capable of merging data from more than one source into common reports using standard, ad hoc, and dashboard reporting methods. These methods include using: tables, graphs, texts, pictures, calculated results, and threshold or exception reporting. These methods will also be dependent on standardization of the data or meta-data tagging, such as XML, in the various sources

**4.1.4** Assist USSOCOM to update business rules and processes based upon the SORBIS material solution.

**4.1.5** Maximize SORBIS interoperability and compatibility for exchanging data with other Command data and information management systems. This will be accomplished by integrated approaches that create interfaces to allow transparent, user-friendly access required information and services. This interoperability should incorporate the use of an open systems standards-based solution which addresses net-centric objectives (including continuity of operations, back-up and recovery). Interoperability should also ensure



compliance with the DoD Net-Centric Data Strategy IAW DoDD 8320.2 without the need for proprietary client-side software/hardware.

**4.1.6** Enable incremental system improvements through upgrades of individual hardware or software modules with newer modular components without redesign of entire systems or large portions thereof.

**4.1.7** Provide rapid deployment of capabilities and significantly reduced risk through agile acquisition and incremental development.

**4.1.8** Provide flexible interface to allow for user controlled changes to basic attributes such as creating calculated fields and applying a variety of "what if" analyses on data for program and budget formulation and forecasting.

**4.1.9** Provide an automated, daily process to collect and transfer data from external sources in the Unclassified but Sensitive Internet Protocol (IP) Network environment to the SIPRNet environment for integration into a common view/authoritative source database.

**4.1.10** The system must provide SORBIS users with clear, readable, and unambiguous displays on typical computer workstations and must provide clear and legible easy-to-read reports both in electronic and hard copy.

**4.1.11** Provide an operational sustainment support plan to meet mission performance objectives and requirements

**4.2 System Analysis and Design Objectives.** Based on the SORBIS CPD, provide analysis, planning, and design services to implement a BEA 4.1 or higher compliant COTS system solution meeting the SORBIS requirements.

**4.2.1** Provide a Net-centric solution, including a continuity of operations and a back-up and recovery capability consistent with USSOCOM IT technology and planning, by leveraging existing technologies such as centralized databases, modern reporting tools, and Enterprise Application Integration (EAI) tools.

**4.2.2** Design a solution that is compliant with the DoD Information Technology Standards and Profile Registry (DISR) and all other applicable frameworks and business architectures. These include, but are not limited to, those identified in the "Policies, Mandates, and Requirements" section in this SOO. Finally, provide an architecture that will operate within the current USSOCOM network architectures

**4.2.3** Provide a system that integrates financial management and cost accounting with budget, funds management, and acquisition program information management functionality

**4.2.4** Analyze existing legacy systems and create interfaces that allow for legacy system and application integration required for SORBIS functionality

**4.2.5** Provide a system solution compliant with applicable security, technical and functional directives, and is compliant with the Chief Financial Officer (CFO) Act and CIO policy.

**4.2.6** Provide the ability to input, capture, and validate information once so that it can be re-used and discovered by the enterprise as a trusted source and eliminate data re-entry.

**4.3 System Implementation Objectives.** Based on the CPD, provide integration services to implement the SORBIS capabilities

**4.3.1** Ensure the SORBIS solution is BEA 4.1 or higher qualified, follows DoD Data Strategies of metadata tagging, and is CFO compliant throughout the COTS product life-cycle, estimated to be 10 years.

**4.3.2** Create a System Implementation Plan for transitioning from current SOCOM legacy systems to implementing a COTS solution. The Plan should address data restructuring, data and system migration, data conversion, and cutover from legacy

systems. It should also provide a roll back plan for re-establishing legacy systems if problems arise prior to replacement of any production system or during implementation. SI shall obtain approval on an implementation plan prior to any implementation.

4.3.3 Provide a series of releases with an interval not to exceed 90 days

4.3.4 Establish a "first look" site capability that allows key subject matter experts to review the contractor's progress on a bi-weekly basis. The intent is to implement a continuous feedback loop between Government and the contractor, resulting in higher customer satisfaction and reduce risks during system development.

4.3.5 Implement data restructuring, migration, conversion, and cutover from legacy systems in accordance with the System Implementation Plan.

4.3.6 Implement the COTS solution.

4.3.7 Ensure end-user change management/acceptance. Leverage existing USSOCOM Chief Information Officer (CIO) Change Management/ Configuration Management capabilities and artifacts.

4.3.8 Perform user training using the train-the-trainer concept.

4.3.9 Perform increment testing prior to USSOCOM User Acceptance Testing to ensure product is secure and performs as intended.

4.3.10 Assist, as required, in USSOCOM User Acceptance Testing to ensure product is secure and performs as intended.

4.3.11 Create a plan for transitioning maintenance, sustainment (to include performance metrics/monitoring), training, and helpdesk support services to organic USSOCOM resources

4.3.12 Perform Information Assurance/Information Protection (IA/IP) support in accordance with the Government IA/IP policies mandates, and requirements (reference the "Policies, Mandates and Requirements" section in this SOO).

4.3.13 Ensure compliance with approved DoD and USSOCOM architecture and data strategies.

**4.4 System Transition Objectives.** Provide a plan for USSOCOM to manage SORBIS Enterprise Support Services (ESS) objectives throughout its life-cycle

4.4.1 Ensure incorporation of SORBIS Configuration Management data and documentation into USSOCOM CIO Change Management/Configuration Management processes.

4.4.2 Perform system and database administrator training, application management and sustainment training, and user training utilizing the train-the-trainer concept

4.4.3 Accomplish knowledge management to include the conscious and comprehensive gathering, organizing, sharing, and analysis of internal knowledge in terms of resources, documents (programmatic and technical), decisions, and team skills and facilitate knowledge transfer from the contractor to USSOCOM.

4.4.4 Provide program software license management transfer to ensure no unlicensed or unapproved software is used in conjunction with implementation and sustainment activities.

4.4.5 Document and provide a SORBIS enterprise solution roadmap to include incremental production rollouts, test phases and locations, system development phases, legacy system retirement, milestones, and any other roadmap topics/items as identified by the contractor or Government

**4.5 Management Objectives.** The management objective is to allow the contractor maximum flexibility to innovatively manage the projected schedule, performance, risks, warranties, subcontracts, and data to provide a BEA 4.1 or higher compliant COTS system solution meeting the SORBIS requirements



**4.5.1** Perform necessary project planning to accomplish Business Process Re-engineering, Reports, Interfaces, Conversions, and Extensions analysis/configuration development, and provide associated documentation to address all requirements

**4.5.2** If subcontractors are to be used to support this effort, the prime contractor will provide a fully integrated plan that integrates horizontally across functions and vertically across team members. The contractor shall use and enforce standard processes across the integrated team.

**4.5.3** Provide an integrated solution addressing a phased implementation approach. At its core, this approach will use a performance-based acquisition strategy based on effective planning and requirements analysis.

**4.5.4** Provide a requirements tracking capability. Contractor database format is acceptable. The Government will evaluate requirements and design implementation by using the same tracking capability in order to facilitate seamless sharing of data between the Government and the contractor.

**4.5.5** Support reviews required by the DoD 5000 Defense Acquisition Framework. These include, but are not to be limited to, quarterly In-Progress Review (IPR), the Integrated Baseline Review (IBR), Test Readiness Reviews (TRR), Physical Configuration Audit (PCA), Design Readiness Review (DRR), System Requirements Review (SRR), Program Management Review (PMR), and etc. These reviews will be held between the functional experts, the operational experts, and the contractor. The results of these reviews will include updating project documentation based on the review.

**4.5.6** Provide regular progress reports as agreed to by the contractor and the Government. If required, provide these reports either in person or via video teleconferencing where/when available.

**4.5.7** Provide for a program management system that will provide timely programmatic, cost, schedule, and performance information to the Government.

**5.0 POLICIES, MANDATES, AND REQUIREMENTS** The contractor shall be Software Engineering Institute Capability Maturity Model Integration (CMMI) @ Level 3 or higher for the maturity of processes used for software design, development, testing, and documentation. The contractor shall identify instances where cost, schedule, or performance impacts may preclude the use of IT standards mandated in the DISR. The contractor shall use a comprehensive approach to satisfy fully approved existing and emerging standards and Government regulations and policies.

## **6.0 CONSTRAINTS:**

**6.1 Use of COTS.** COTS products shall be used to the maximum extent possible to satisfy this SOO. The USSOCOM recognizes that some of its requirements do not fit a commercial model and, therefore, prefers a solution that can be configured or has a rules engine allowing customization without coding. If this is not possible, the contractor will limit custom code to that required to: (1) integrate components into the SOCOM infrastructure, (2) integrate required components that are not part of the enterprise solution, (3) establish interfaces with other systems, or (4) implement business rules that the solution is entirely incapable of supporting. Any other need for custom code must be approved by the SORBIS Program Manager (PM). The contractor will identify all functionality that cannot be supported with COTS products and must be coded and provide an estimate of the percentage of capability that will require custom coding. All custom code created to develop, test, deploy, and migrate data, or for any other use for this task will be thoroughly documented and delivered as both source and object code. USSOCOM's preference is to use established interoperable capabilities to meet those SORBIS requirements that are not capable of being supported by COTS products.

**6.2 Use of Proprietary Software.** The contractor shall NOT use, as part of the COTS solution, any proprietary software that is not commercially available.

## 7.0 SECURITY REQUIREMENTS

7.1 Security will be in accordance with the attached DD254. Contractor team individual(s) supporting this task will be cleared at the Secret (S) Level at the start of the task. Select Contractors team individuals may require access to SCI facilities at USSOCOM in performance of this effort on a visiting basis. The Contractor will coordinate the names of those individuals requiring Top Secret (TS) and TS/SCI level clearances with USSOCOM for inclusion with the DD254. Contractor will be authorized to courier classified information up to the "Secret" level in performance of official duties upon approval of and designation by the Contracting Officer's Representative (COR).

7.2 The contractor shall insure requirements for safeguarding classified information and classified materials, for obtaining and verifying personnel security clearances, for verifying security clearances and indoctrination of visitors, for controlling access to restricted areas, for protecting government property, and for the security of automated and non-automated management information systems and data are fulfilled. The contractor's management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The government shall be immediately notified if any security incident or any indication of a potential unauthorized disclosure or compromise of classified or sensitive unclassified information.

7.3 The contractor shall provide security management support. Typical efforts include, but are not limited to, performing classified document control functions, classified materials inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases.



CONTRACT DATA REQUIREMENT LIST

DATA DELIVERABLES: Data deliverables will be in accordance with DD Form 1423s and associated Data Item Descriptions. Data requirements will be identified on each individual task order. These may include, but are not limited to, the following:

C/DRL DD 1423	DID Number - Authority DDI664	DID Title
A001	DI-ADMN-81249A	Conference Agenda
A002	DI-ADMN-81505	Report, Record of Meeting Minutes
A003	DI-CMAN-80639C	Engineering Change Proposals
A004	DI-CMAN-80640C	Request for Deviation (RFD)
A005	DI-CMAN-80642C	Notice of Revision
A006	DI-CMAN-80643C	Specification Change Notice (SCN)
A007	DI-CMAN-80858B	Contractor's Configuration Management Plan
A008	DI-CMAN-81022C	Configuration Audit Summary Report
A009	DI-CMAN-81121	Baseline Description Document
A010	DI-CMAN-81248A	Interface Control Document (ICD)
A011	DI-CMAN-81253A	Configuration Status Accounting Information
A012	DI-FNCL-81565B	Cost Data Summary Report (CDSR)
A013	DI-FNCL-81566B	Functional Cost-Hour Report
A014	DI-FNCL-81567B	Progress Curve Report
A015	DI-ILSS-80095	Integrated Logistics Support Plan (ILSP)
A016	DI-ILSS-81070	Training Program Development and Management Plan
A017	DI-IPSC-80590B	Computer Program End Item Documentation
A018	DI-IPSC-81427A	Software Development Plan (SDP)
A019	DI-IPSC-81428A	Software Installation Plan (SIP)
A020	DI-IPSC-81429A	Software Transition Plan (STRP)
A021	DI-IPSC-81431A	System/Subsystem Specification (SSS)
A022	DI-IPSC-81432A	System/Subsystem Design Description (SSDD)
A023	DI-IPSC-81433A	Software Requirements Specification (SRS)
A024	DI-IPSC-81434A	Interface Requirements Specification (IRS)
A025	DI-IPSC-81435A	Software Design Description (SDD)
A026	DI-IPSC-81436A	Interface Design Description (IDD)
A027	DI-IPSC-81437A	Database Design Description (DBDD)
A028	DI-IPSC-81438A	Software Test Plan (STP)
A029	DI-IPSC-81439A	Software Test Description (STD)
A030	DI-IPSC-81440A	Software Test Report (STR)
A031	DI-IPSC-81441A	Software Product Specification (SPS)
A032	DI-IPSC-81442A	Software Version Description (SVD)
A033	DI-IPSC-81443A	Software User Manual (SUM)
A034	DI-MGMT-80004A	Management Plan
A035	DI-MGMT-80790	Transition Plan
A036	DI-MGMT-80368A	Status Report
A037	DI-MGMT-81024	System Engineering Plan (SEP)
A038	DI-MGMT-81334C	Contract Work Breakdown Structure (CWBS)
A039	DI-MGMT-81466A	Contract Performance Report (CPR)
A040	DI-MGMT-81468	Contract Funds Status Report (CFSR)



A041	DI-MGMT-81644	DoD Architecture Framework Document
A042	DI-MGMT-81650	Integrated Master Schedule (IMS)
A043	DI-MISC-80508B	Technical Report-Study Services
A043A	DI-MISC-80508B	Test and Evaluation Master Plan (TEMP)
A043B	DI-MISC-80508B	Risk Management Plan (RMP)
A043C	DI-MISC-80508B	Requirements Traceability Matrix (RTM)
A044	DI-SESS-81518B	Instructional Performance Requirements Document
A045	DI-SESS-81519B	Instructional Media Requirements Document
A046	DI-SESS-81520B	Instructional Media Design Package
A047	DI-SESS-81521B	Training Program Structure Document
A048	DI-SESS-81523B	Training Conduct Support Document
A049	DI-SESS-81526B	Instructional Media Package

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5652.247-9000 Packaging & Marking - F.O.B. Destination (1998)

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

(end of clause)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001



## Section F - Deliveries or Performance

DELIVERY INSTRUCTIONS:

The basic ordering period will be five years from date of contract award. Period of performance and delivery information will be provided in each individual task order.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 07-AUG-2009 TO 06-AUG-2014	N/A	N/A FOB: Destination	
0002	POP 07-AUG-2009 TO 06-AUG-2014	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

5652 232-9001 Invoicing (2005)

(a) The contractor shall segregate and bill separately costs for each Delivery Task Order issued under this contract. Cost for performing work set forth in one Delivery Task Order shall not be allowable under any other Delivery Task Order.

(b) If a Delivery Task Order contains multiple CLINs/SLINs the contractor shall segregate and bill separately the costs for each CLIN/SLIN of the Delivery Task Order.

(c) The cost of performing work set forth on one CLIN/SLIN shall not be allowable under any other CLIN/SLIN.

(d) The contract number and Delivery Task Order number shall appear on correspondences and invoices. For complete instruction on submittal of proper invoices under this contract, the contractor is instructed to contact the paying office as stated in Block 25 of the award form Standard Form 33.

(end of clause)

## Section II - Special Contract Requirements

### H-1 ORDERING PROCEDURES

(a) Orders will be issued by a Procuring Contracting Officer in accordance with the Ordering clause of this contract, and may be issued by electronic means, including email.

(b) The following procedures shall be used for negotiation of orders:

(1) The Contracting Officer will provide the Contractor with a copy of the notification of each proposed Order which will include a description of work objectives to be performed.

(2) The Contractor shall then: (i) submit to the Contracting Officer and Program Manager a brief technical discussion describing how the work will be performed. The Program Manager and Contractor team will jointly refine and finalize the statement of work (SOW); (ii) submit a FAR 15 compliant cost proposal identifying labor categories and number of hours within each category required for the performance final SOW; (iii) identify and provide rationale for all non-labor cost elements required for performance; and (iv) identify any Government property required for performance.

(3) Upon receipt of the proposal, the Contracting Officer will analyze the proposal and, if acceptable, issue an Order directing the Contractor to commence performance, or if the proposal is not fully acceptable as offered, negotiations shall be conducted prior to issuance of any Order. In the event issues pertaining to a proposed work cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed work. In such event, the Contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the Disputes clause or the Contract Disputes Act.

(c) The Contractor is not authorized to commence performance prior to approval or issuance of the Order by the Contracting Officer.

### H-2 STATEMENT OF RIGHTS

Cognos software acquired for the SORBIS effort will be licensed in accordance with Federal Acquisition Service Authorized Information Technology Schedule Pricelist GS-35F-0726P (See Attachment 3). The following is a summary of the rights provided under that contract.

USSOCOM will be granted a perpetual, non-exclusive, non-transferable license to use the software detailed in Volume I, Tab A. Test - QC Development software is licensed for use on the specified number of CPUs and does not have a user count restriction for authoring or consumption roles. One (1) Administrator role is included for each Test - QC Development environment. All other software is licensed for the specified number of user roles. USSOCOM may deploy a reasonable number of copies of the corresponding network server Software required to support the number of users licensed in a production environment. In addition, USSOCOM will have the right to use the software on a backup computer when the primary computer is inoperative, to copy the programs for backup purposes, and to transfer to another site for benchmarking new hardware and/or software.

One (1) year of Standard Support is included in this proposal. Standard support includes major releases and maintenance releases of Cognos software, access to Web Support and telephone support during business hours.

### H-3 IBM PROVIDED SOFTWARE

Other software products provided as part of IBM's solution are licensed in accordance with Attachment 4.



#### H-4 LIMITATION OF LIABILITY

##### **Limitation of Liability applicable to IBM commercial products**

Circumstances may arise where, because of a default on IBM's part or other liability, the Government is entitled to recover damages from IBM related to the Government's use of IBM (and its subcontractors') commercial products. In each such instance, regardless of the basis on which the Government is entitled to claim damages from IBM, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable only for:

1. payments referred to in FAR 52.227-3
2. damages for bodily injury (including death), and damage to real property and tangible personal property; and
3. the amount of any other actual direct damages up to the greater of \$100,000 or the charges (if recurring, 12 months' charges apply) for the Service that is the subject of the claim.

This limit also applies to any of IBM's subcontractors. It is the maximum for which IBM and its subcontractors are collectively responsible.

##### **Items for Which IBM is Not Liable**

Under no circumstances is IBM or its subcontractors liable for any of the following:

1. third-party claims against the Government for damages (other than those under the first two items listed above);
2. loss of, or damage to, Government records or data; or
3. special, incidental or indirect damages or for any economic consequential damages (including lost profits or savings), even if IBM is informed of their possibility.

#### **CLAUSES INCORPORATED BY FULL TEXT**

##### **5652.204-9003 Disclosure of Unclassified Information (2007)**

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the propose date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

c. The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

d. The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.  
(end of clause)

#### 5652.209-9003 Use of Contractor Support Advisory Personnel as Contract Specialists (2005)

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.  
(end of clause)

#### 5652.231-9001 Allowable Travel Costs (2005)

(a) Pursuant to Public Law 99-234, reasonable and allowable Contractor costs for transportation associated with the performance of this contract may be reimbursed upon mileage, rates, actual costs, or a combination thereof; lodging, meals and incidental expenses may be based upon per diem, actual expense, or a combination therefore, provided that the method used results in a reasonable charge. The cost above shall be determined reasonable and allowable 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:

(1) Federal Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and the territories and possessions of the United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 906-010-000000-1; or at [http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GiSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GiSA_BASIC) in electronic format.

(2) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowance for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(1) of this clause, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-000000-0; or at <http://www.state.gov/m/a/als/prdm/2002/9892.htm> in electronic format.

(b) Cited Federal Regulations are not incorporated in their entirety. Only sections defining lodging, meals and incidental expenses and those sections dealing with special or unusual situations and setting forth maximum per diem rates are incorporated herein.

(end of clause)

## 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 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided or Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
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
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate III	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.216-22	Indefinite Quantity	OCT 1995
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2003) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
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
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
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
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007



52.227-3	Patent Indemnity	APR 1984
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation 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 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1 Alt II	Government Property (Jun 2007) Alternate II	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
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
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7004	Small Business Subcontracting Plan (Test Program)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7021	Trade Agreements	MAR 2007
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995

252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

###### (a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

###### (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

###### (3) Any required posters may be obtained as follows:

Poster(s) Obtain from

(Contracting Officer shall insert

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

- (1) Is for the acquisition of a commercial item; or
  - (2) Is performed entirely outside the United States.
- (End of clause)

#### 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 date of award through 5 years.
  - (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.
- (End of clause)

#### 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 \$1.00, 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 \$20,000,000.00;
    - (2) Any order for a combination of items in excess of \$20,000,000.00; or
    - (3) A series of orders from the same ordering office within 30 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 3 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.
- (End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a

cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (c) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstables/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code \_\_\_\_\_ - assigned to contract number \_\_\_\_\_.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)



## 52.244-2 SUBCONTRACTS (JUN 2007)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.



(vii) A negotiation memorandum reflecting

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

## 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://farsite.hill.af.mil>

(End of clause)

## 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005) ALTERNATE 1 (APR 2005)

(a) Definitions. As used in this clause:

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part, lot, or batch number, and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier, the original part, lot, or batch number, and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

(b) The Contractor shall deliver all items under a contract line, subtitle, or exhibit line item.

(c) For each item delivered under a contract line, subtitle, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Government's unit acquisition cost.



(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(End of clause)

#### 252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the [name of contracting agency(ies)].

#### 5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

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 part of this contract. Except as specified herein, 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 in Section 1. 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 cost incurred as a result thereof.

(end of clause)

#### 5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

(end of clause)

#### 5652.233-9000 Independent Review of Agency Protests (2005)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision may be made to the Director of Procurement. Submit request in accordance with FAR 33.104(d)(4) to: United States Special Operations Command Directorate of Procurement, Chief, (SOAL-KM), 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 828-7504.

(end of clause)

5652.239-9000 Privacy or Security Safeguards. (2000)

(a) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(c) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.

(d) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(e) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

(end of clause)

5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

(end of clause)



## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254	3	20-MAY-2008
Attachment 2	SCI Addendum	2	20-MAY-2008
Attachment 3	COGNOS SOFTWARE LICENSE	6	07-AUG-2009
Attachment 4	IBM SOFTWARE LICENSE	10	07-AUG-2009