

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   54	
2. CONTRACT NO. N00033-11-D-6505		3. SOLICITATION NO. N00033-10-R-6505		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 03 Mar 2010	
7. ISSUED BY MILITARY SEALIFT COMMAND, N1023 914 CHARLES MORRIS CT SE WASHINGTON NAVY YARD DC 20398-5540			CODE N00033		8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		
TEL: FAX:			TEL: FAX:				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 12:00 PM local time 19 Apr 2010  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME DAVID VILLANI	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 202-685-5960	C. E-MAIL ADDRESS david.villani@navy.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 0 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR US INFORMATION TECHNOLOGIES JOSEPH MORRONE 4800 WESTFIELDS BLVD, STE 250 CHANTILLY VA 20151-4202		CODE 4LYJ5	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) JOSEPH MORRONE / GOVERNMENT REP	
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15B. TELEPHONE NO (Include area code) 703-229-6768 EXT.101	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$12,452,120.00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) <b>See Item 7</b>		25. PAYMENT WILL BE MADE BY MILITARY SEALIFT COMMAND MSC N-83 914 CHARLES MORRIS CT SE WASHINGTON DC 20398	CODE N00033

26. NAME OF CONTRACTING OFFICER (Type or print) BRIAN HJ KIMM TEL: (b) (6) EMAIL: (b) (6)	27. UNITED STATES OF AMERICA <i>Brian Kimm</i> (Signature of Contracting Officer)	28. AWARD DATE 02-Dec-2010
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

**SECTION B**

**B-1 MINIMUM AND MAXIMUM QUANTITIES**

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum and maximum quantities are as follows:

- (a) **MINIMUM:** The Government agrees to order a minimum of \$200,000.00 of supplies or services under this contract.
- (b) **MAXIMUM:** The maximum quantity that can be ordered during any contract period shall equal the sum of the value of the contract period then current and the value of all previous contract periods, if any, plus ten percent (10%), less the total value of all orders placed during all previous contract periods.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Oracle Professional IT Technical Support FFP BASE PERIOD: In accordance with Section C, Program Management Support, Financial Management Portfolio (FMP), Human Resources Management Portfolio (HRMP), Enterprise Data Warehouse (EDW), Other Systems Initiatives and Activities, and Phase-In Services. FOB: Destination	12,252,120	Dollars, U.S.	\$1.00	\$12,252,120.00
					MAX NET AMT
					\$12,252,120.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Travel FFP BASE PERIOD: See Special Contract Requirements, Section H-5. FOB: Destination	150,000	Dollars, U.S.	\$1.00	\$150,000.00 NTE
				MAX NET AMT	\$150,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Other Direct Costs (ODC's) FFP BASE PERIOD: See Special Contract Requirements, Section H-6. FOB: Destination	50,000	Dollars, U.S.	\$1.00	\$50,000.00 NTE
				MAX NET AMT	\$50,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		12,138,220.80	Dollars, U.S.	\$1.00	\$12,138,220.80
OPTION	Oracle Professional IT Technical Support FFP OPTION PERIOD 1: In accordance with Section C, Program Management Support, Financial Management Portfolio (FMP), Human Resources Management Portfolio (HRMP), Enterprise Data Warehouse (EDW), Other Systems Initiatives and Activities. FOB: Destination				
				MAX NET AMT	\$12,138,220.80

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		150,000	Dollars, U.S.	\$1.00	\$150,000.00 NTE
OPTION	Travel FFP OPTION PERIOD 1: See Special Contract Requirements, Section H-5. FOB: Destination				
				MAX NET AMT	\$150,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003		50,000	Dollars, U.S.	\$1.00	\$50,000.00 NTE
OPTION	Other Direct Costs (ODC's) FFP OPTION PERIOD 1: See Special Contract Requirements, Section H-6. FOB: Destination				
				MAX NET AMT	\$50,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		12,381,216	Dollars, U.S.	\$1.00	\$12,381,216.00
OPTION	Oracle Professional IT Technical Support FFP OPTION PERIOD 2: In accordance with Section C, Program Management Support, Financial Management Portfolio (FMP), Human Resources Management Portfolio (HRMP), Enterprise Data Warehouse (EDW), Other Systems Initiatives and Activities. FOB: Destination				
				MAX NET AMT	\$12,381,216.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002		150,000	Dollars, U.S.	\$1.00	\$150,000.00 NTE
OPTION	Travel FFP OPTION PERIOD 2: See Special Contract Requirements, Section H-5. FOB: Destination				
					MAX NET AMT
					\$150,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003		50,000	Dollars, U.S.	\$1.00	\$50,000.00 NTE
OPTION	Other Direct Costs (ODC's) FFP OPTION PERIOD 2: See Special Contract Requirements, Section H-6. FOB: Destination				
					MAX NET AMT
					\$50,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		(b) (4)	Dollars, U.S.	\$1.00	\$(b) (4)
OPTION	Oracle Professional IT Technical Support FFP OPTION PERIOD 3: In accordance with Section C, Program Management Support, Financial Management Portfolio (FMP), Human Resources Management Portfolio (HRMP), Enterprise Data Warehouse (EDW), Other Systems Initiatives and Activities. FOB: Destination				
					<hr/> MAX NET AMT \$ (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002		(b) (4)	Dollars, U.S.	\$1.00	\$(b) (4) TE
OPTION	Travel FFP OPTION PERIOD 3: See Special Contract Requirements, Section H-5. FOB: Destination				
					<hr/> MAX NET AMT \$ (b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003		(b) (4)	Dollars, U.S.	\$1.00	\$(b) (4)
OPTION	Other Direct Costs (ODC's) FFP OPTION PERIOD 3: See Special Contract Requirements, Section H-6. FOB: Destination				

MAX  
NET AMT

\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001		(b) (4)	Dollars, U.S.	\$1.00	\$(b) (4)
OPTION	Oracle Professional IT Technical Support FFP OPTION PERIOD 4: In accordance with Section C, Program Management Support, Financial Management Portfolio (FMP), Human Resources Management Portfolio (HRMP), Enterprise Data Warehouse (EDW), Other Systems Initiatives and Activities. FOB: Destination				

MAX  
NET AMT

\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002		(b) (4)	Dollars, U.S.	\$1.00	\$(b) (4) NTE
OPTION	Travel FFP OPTION PERIOD 4: See Special Contract Requirements, Section H-5. FOB: Destination				
					MAX NET AMT
					\$(b) (4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003		(b) (4)	Dollars, U.S.	\$1.00	\$(b) (4) NTE
OPTION	Other Direct Costs (ODC's) FFP OPTION PERIOD 4: See Special Contract Requirements, Section H-6. FOB: Destination				
					MAX NET AMT
					\$(b) (4)

NOTICE TO CONTRACTOR

The Contractor's proposal, dated 28 July 2010, as amended is incorporated by reference into this contract.

## Section C - Descriptions and Specifications

### STATEMENT OF WORK

#### **PERFORMANCE WORK STATEMENT**

##### **1.0 SCOPE**

The Command, Control, Communication and Computer Systems (C4S) Directorate of Military Sealift Command (MSC) requires Information Technology (IT) technical support services in order to maintain the viability of the 1) MSC Financial Management Portfolio (MSC-FMP)[including the MSC-Financial Management System (MSC-FMS) and MSC-Financial Data Mart (MSC-FDM)]; 2) MSC-Human Resources Management Portfolio (MSC-HRMP)[including MSC-Human Resources Management System (MSC-HRMS), MSC-Historical Data Mart (MSC-HDM) and MSC-Human Resources Management Data Mart (MSC-HRDM)]; and 3) MSC Enterprise Data Warehouse (MSC-EDW) systems. This requirement is in accordance and complies with the MSC N6 Strategic Plan (See Appendix J-1).

##### **2.0 BACKGROUND**

MSC is one of three component commands reporting to the joint service U.S. Transportation Command, known as USTRANSCOM. USTRANSCOM, headquartered at Scott Air Force Base, IL, is under the command of a four-star flag officer and is responsible for coordination of all common-user Department of Defense (DoD) air, land and sea transportation worldwide. MSC, as a Navy Command, also reports to Fleet Forces Command and Naval Network Warfare Command.

The Military Sealift Command, Headquarters (MSCHQ), is located at the Washington Navy Yard (WNY), DC, and has six subordinate commands: Military Sealift Fleet Support Command (MSFSC) in Norfolk, VA; Sealift Logistics Command Atlantic (SEALOGLANT) in Norfolk, VA; Sealift Logistics Command Pacific (SEALOGPAC) in San Diego, CA; Sealift Logistics Command Central (SEALOGCENT) in Manama, Bahrain; Sealift Logistics Command Europe (SEALOGEUR) in Naples, Italy; and Sealift Logistics Command Far East (SEALOGFE) in Singapore.

The mission of MSC is to provide ocean transportation of equipment, fuel, supplies and ammunition to sustain U.S. Forces worldwide during peacetime and in war for as long as operational requirements dictate. MSC is a Program Management organization that operates ships worldwide to provide combat logistics support to United States Navy (USN) ships at sea; special mission support to U.S. Government agencies; repositioning of U.S. military supplies and equipment at sea; and ocean transportation of DoD and other U.S. Government agencies' cargo in both peacetime and war. MSC operates an average of 100 non-combatant, civilian-crewed ships worldwide. MSC augments its sealift assets by executing its own contracts in support of its missions for contracted ships and commercial services. In addition, the command has access to over fifty (50) other ships that are kept in reduced operating status, ready to be activated if needed.

Within MSC, the Command, Control, Communications and Computer Systems (C4S) Directorate's (Code N6) purpose is to manage the development and sustainment of all MSC-approved ashore and afloat systems applications for the entire MSC enterprise. The System Development Implementation Division (Code N63) is responsible for working with existing and new MSC systems requirements from MSC's Program Managers (PMs) and Functional Directorates (FDs) in order to provide MSC Automated Information System (MSC-AIS) systems development and implementation support services.

As the U.S. Transportation Command's (USTRANSCOM) sealift provider, MSC manages data for a diverse fleet of ships and personnel providing sealift and fleet support services to the Department of Defense. Within MSC there are three (3) Functional Directorates (FDs) that require data management. Each is responsible for the management of manpower, financial management and strategic planning of MSC as follows:

- **MARITIME FORCES, MANPOWER & MANAGEMENT (N1):** Ensures the efficient and effective employment of Military Sealift Command personnel through the development and administration of

programs and policies for civilian and military personnel ashore and afloat, manpower management and organization structure, strategic sourcing and commercial activities and shipboard training.

- **COMPROLLER (N8):** The Comptroller Directorate advises the Commander on financial matters related to MSC operations and manages MSC funds to assure effective, efficient and economical mission accomplishment. The directorate oversees MSC's financial management information system and is responsible for meeting the requirements of the Chief Financial Officers Act.
- **STRATEGIC PLANNING DIRECTORATE (N9):** Advises the Commander, Military Sealift Command (COMSC) on all long-range strategic planning issues that are being reviewed within DOD, U.S. Transportation Command (USTRANSCOM), and Navy staff that will affect the future direction of the Military Sealift Command (MSC). N9 Develops and maintains a strategic planning system that includes a long-range Strategic Plan, a Corporate Plan, Business and Support Plans developed by MSC Program Managers and Functional Directors, and an effective planning cycle that supports the budget and POM process. N9 also advises COMSC on Congressional and legislative issues that affect MSC.

MSC has made a significant investment in Oracle Core technology and Oracle Applications technology products. MSC's Oracle Core technology products are licensed through a Department of Navy Chief Information Officer (DoN CIO) Enterprise License agreement. These Core products include licensing of Oracle databases, Application Servers, and Developer Suite tools. In addition, MSC has Oracle Applications technology licenses that provide access and use of Oracle Financial, Human Resources and e-Business Suite products.

## **2.1 FINANCIAL MANAGEMENT PORTFOLIO (FMP)**

MSC-FMP is a DoN/DFAS integrated, migratory accounting and finance system for the Navy Transportation Business Area. It supports both the Navy and USTRANSCOM missions of the Military Sealift Command. MSC-FMP consists of multiple systems that combine to form the Financial Management Portfolio and is primarily an implementation of Oracle Corporation's Commercial off the Shelf (COTS) Oracle Business Applications (OBA) software for Federal Financials. The software implemented includes Federal General Ledger, Federal Purchasing, Budget Preparation, Federal Payables, and Federal Receivables, Projects, Fixed Assets, and Inventory. In addition, MSC implemented a Financial Data Mart to support internal cost reporting and analysis. No customizations have been made to the Oracle COTS software. The system is fully upgradable and supported by Oracle Corporation through standard patches and releases provided by the vendor.

Other systems within the Financial Management Portfolio include the DoD Standard Procurement System (SPS) and MSC's Budget Preparation System (BPS). Significant work will be dedicated to the MSC Financial Management System (FMS) interface that includes Wide Area Workflow (WAWF) and the Corrective Maintenance Logistics System (CMLS). Future systems and interface upgrades may include Governance Risk and Compliance integrated into the MSC-Financial Management System (FMS), the replacement for BPS and SPS, and the interface to the Common Food Management System (CFMS).

MSC-FMP is used world wide by MSC Headquarters and area commands. FMS is considered a Target System (OBA) and is Joint Financial Management Improvement Program (JFMIP) certified. It meets and exceeds numerous Federal Financial Management System Requirements. MSC-FMP meets user and DoD requirements that are consistent with accounting and financial policy, regulatory and statutory requirements. Examples include: Federal Managers' Financial Integrity Act, Anti-Deficiency Act, Chief Financial Officers Act for the Navy Working Capital Fund and Air Force Transportation Working Capital Fund accounting as interpreted and directed by DFAS.

Detailed technical descriptions of these systems can be found in Appendix J-2

## **2.2 HUMAN RESOURCES MANAGEMENT PORTFOLIO (HRMP)**

The Military Sealift Fleet Support Command (MSFSC) uses multiple systems such as Oracle, Human Resources Management System (MSC-HRMS) and additional support systems that create the MSC Human Resource

Management Portfolio (MSC-HRMP). MSC-HRMP is used to support the over 4500 civilian mariners that man MSC afloat units and identify qualified candidates and retain existing Civil Service Mariners to crew the MSC Ships. In addition to using systems under the HRMP to hire, train, identify qualified candidates, and assign Civil Service Mariners, additional information is maintained such as training needs, certifications, licenses, medical information and immunizations. All of this information is used to determine if a mariner is qualified to fill a vacant position aboard ship.

Other systems within the HRMP include the Sea Service Letter Program and Mariner Advancement Program. Future systems, initiatives and interface upgrades may include Governance Risk and Compliance integrated into HRMS as well as a system that allows for digitizing documents and provides an authoritative data source for medical records.

Detailed technical descriptions of these systems can be found in Appendix J-3

### **2.3 ENTERPRISE DATA WAREHOUSE (EDW)**

Code N6 requires Information System Support and System Integration Services, in the area of MSC Enterprise Data Warehousing (MSC-EDW), to support MSC programs, organizations, and operations. EDW is used to pull data from all MSC functional lines of business and is used to facilitate decision making at a business functional level as well as the program management level.

EDW Interfaces with multiple MSC Business systems including Maintenance Data for the Shipboard Automated Maintenance Management (SAMM) Program, Financial Data from FMS, Human Resource Data from HRMS and Logistic Data from ShipCLIP. EDW provides a multisystem view of this data to facilitate decisions from MSC Senior Leadership. EDW provides MSC Senior Leadership with the necessary tools to conduct cross functional data analysis, validate results of business process changes and provide meaningful metrics to support decision making.

Future EDW interfaces will include other MSC Business Systems. This may include classified material in the future.

Detailed technical descriptions of these systems can be found in Appendix J-4

### **2.4 SYSTEMS DEVELOPMENT INITIATIVES AND ACTIVITIES**

In order to support evolving MSC system requirements, N63 engages in initiatives and ongoing activities to address MSC Functional Directorate (FD) and Program Manager (PM) requests. In response to these FD and PM requests, N63 assigns an appropriate N63 government Systems Lifecycle Manager to investigate needs, develop requirements and guide the effort needed to launch the introduction of new MSC systems or the enhancement of existing ones to provide efficient and effective MSC solutions. The availability and use of contractor support for systems development and maintenance efforts under this contract is a critical element in supporting these N63 initiatives and activities.

### **3.0 OBJECTIVES**

The contractor shall provide system maintenance, Tier 3 support and System Enhancement for: the MSC Financial Management Portfolio (MSC-FMP), MSC Human Resources Management Portfolio (MSC-HRMP) and MSC-Enterprise Data Warehouse (EDW). In the performance of this work, the contractor shall provide technical support concerning planning and program management, software maintenance and minor enhancements, help desk, interface and custom report maintenance, database and configuration management, and functional support.

### **4.0 SPECIFIC TASKS**

Specific efforts covered by the Task Orders in this contract are of a dynamic nature and responsive to the needs of MSC (e.g., Fleet, Navy, DoD and Government network policies). All Systems maintenance and enhancements will follow the N6 Lifecycle Management User Instruction (Appendix J-5) and all system changes will go through the N6 Integration Process (Appendix J-6). Additionally, systems maintenance and enhancement will follow a structured

software development methodology. Oracle Application Implementation Model (AIM) or equivalent will be followed for Oracle Business Applications work. These efforts will be established in annual Tasks Orders covering each of the General Support Categories listed below. Notwithstanding this, specific in-scope efforts may be added, removed or changed as each year progresses. Appropriate modifications to the Task Orders will be issued, if the changes so require.

#### **4.1 PROGRAM MANAGEMENT SUPPORT**

The contractor shall provide all necessary personnel, administrative, financial, and managerial resources necessary for the performance of task orders under this contract. The contractor shall designate a single point of contact (POC) as the Program Manager (PM) for use in communicating issues, concerns or problems on this contract. The PM shall have the authority to commit the contractor's organization and make decisions for the contractor's organization in response to Government issues, concerns or problems. The PM shall be readily available to respond to questions, concerns and comments, as well as be proactive in alerting the Government to potential contractual/technical issues. Although Government staff may coordinate with other contractor staff, the PM shall serve as the single contractor representative responsible for resolving all issues, concerns and problems.

##### 4.1.1 - Contract Kick-off Meeting

The Government shall schedule and coordinate a contract kick-off meeting to be held within fifteen (15) business days of contract award. The Government, with the assistance of the contractor, shall develop an agenda for the meeting. The Contracting Officer will ensure that all identified participants are notified of the meeting in advance. At a minimum, kick-off attendees shall include key contractor personnel and key MSC personnel. At the kick-off meeting, the contractor shall present its Transition Plan for overall program management of the awarded contract. The contractor shall develop and, after Government approval, distribute meeting minutes and action items within five (5) business days after the contract kick-off meeting.

##### 4.1.2 – Program Management Reviews

The contractor shall prepare and submit a Program Management Review (PMR) agenda to the COR five (5) business days prior to the PMR meeting and prepare minutes within five (5) business days after the meeting. The PMR shall address current task order status to include current contract performance in comparison with contract performance metrics, mitigation plans for under-performing areas, and other issues and concerns. The PMR shall summarize the previous three months performance. The first review will be conducted ninety (90) calendar days after award. Subsequent reviews will be done at three-month intervals.

##### 4.1.3 – Portfolio Management Support

The contractor shall assist the government with the development of Program Management Documentation including but not limited to: Program Charter, Release Plan, Funding Profiles and Enterprise Architecture Artifacts to provide Code N63 Project Portfolio Management (PPM) support. The contractor shall manage the list of projects / initiatives and assist the Government in prioritizing the potential effort based on such factors as opportunity, risk, and dependency to other projects, cost, scope and schedule.

The contractor shall assist the government in preparing and editing documents and artifacts for submission to the MSC IT governance process. This includes but is not limited to:

- Assisting the government with documentation and artifacts included in the Capital Planning and Investment Control (CPIC) process as well as other documentation that assists with the MSCHQ-N6 process. The CPIC process aligns IT Investments with MSC's Strategic Plan and Budget. The CPIC process is the foundation for building the N6 IT Management Portfolios (ITMP), which consists of gathering reliable data on all IT investments and setting goals, priorities and performance measures.
- Preparation of business cases that may include but are not limited to analysis of alternatives, funding profiles and plan of actions and milestones
- Preparation of Program and Project Charters along with associated supporting documentation to establish development and release schedules and budget thresholds

- Providing support related to the management of budgets and program/portfolio expenditures
- Supporting data calls and updates to DOD, DON, MSC tracking databases (e.g. Department of the Navy (DoN) Application and Database Management System (DADMS) and Department of Defense (DoD) IT Portfolio Repository – Department of the Navy (DoN) (DITPR-DON))

The contractor shall prepare draft documents and artifacts for Government approval to be presented at the Technical Control Investment Board (TCIB) (COMSCINST 5421.10 Capital Planning and Investment Control (CPIC) Process, see Appendix J-7).

#### 4.1.4 – Program Management Plan (PMP)

The contractor shall develop and maintain throughout the contract period of performance a PMP that shall be used as a foundation for technical, resource, production and management planning. The contractor shall assist the government with development of Program Management Documentation that may include but is not limited to: Project Charter, Work Breakdown Structure, POA&M, Risk Management Plan and Lessons Learned while delivering a draft PMP at the Contract Kick-Off Meeting and an updated PMP within 30 workdays after the kick-off meeting. The PMP shall include the following summary information as well as any additional information deemed relevant by the contractor:

- Resource Rollup (RR) Use by Subtask
- Schedule and Critical Milestones
- Task Dependencies and Interrelationships
- Staffing Plan
- Key Deliverables
- Risk Management
- Subcontractor Management
- Quality Assurance(QA)/Quality Control (QC)
- Continuity of Operations Plan (COOP) Information
- Property Control Plan

The contractor shall structure the RR to include, as a minimum, the following information: resources (to include cost broken down by labor category) expended to the subtask level.

Where the contractor identifies deviations from the plan, the contractor shall provide the supporting rationale necessitating the deviation, in a written submission to the COR and the Contracting Officer.

The contractor shall establish and maintain a property system to control, protect, preserve, and maintain all Government property. The contractor's property control system is required to be specifically approved by the COR.

The contractor shall keep the PMP up-to-date, and be prepared to brief any plan content to the Government at short notice (within 24 hours).

#### 4.1.5 - Monthly Status Reports:

The contractor shall provide status reports to the MSC COR containing the following for each Task Order:

##### (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:

- 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. Action items reflecting description, priority, percent (%) complete, and remarks;
- g. Performance Matrix in order to monitor the contractor's progress against performance standards for work accomplished under Task Orders (The matrix shall include the metrics to be measured, the sources of the data, and a schedule for providing the data);
- h. Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each; broken down by tasks and / or subtasks;
- i. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the order;
- j. Problem areas and recommendations involving impact on technical, cost and scheduling requirements;
- k. Travel dollars expended for the period and cumulatively broken out to identify period of travel, transportation, lodging, meals, and incidentals; and
- l. Other Direct Costs for the period, broken out to identify actual cost incurred.

4.1.6 – Information Assurance Support

The contractor shall comply with Military Sealift Command's Information Assurance Policy per MSC Instruction (COMSCINSTR 5239.3 series Appendix J-8). Compliance with this directive is mandatory during the execution of design, development, and implementation and maintenance tasks within this PWS.

The contractor shall comply with the Department of Defense's Information Assurance Training, Certification, and Workforce Management per DOD Directive (DOD 8570.01 Appendix J-9). The contractor shall use only certified personnel for all task(s) performed under this contract where certification is a requirement in accordance with the (DOD 8570.01 Appendix J-9) directive.

4.1.7 – Enterprise Architecture Support

The contractor shall coordinate with the Enterprise Architecture team MSCHQ- N64 to ensure the EA is updated for MSC supported systems. The contractor will not be expected to produce EA artifacts. The contractor may be required to submit changes to MSC's Enterprise Architecture models, views or textual documentation, as required for the system. (See Appendix J-10 MSC Enterprise Architecture).

4.1.8 - COMSC and N6 Technical Support

The contractor will follow all applicable COMSC and N6 instructions and shall provide technical support by assisting MSC in drafting Instructions, Standard Operating Procedures (SOPs) and other guidance documents as they pertain to this PWS.

**4.2 FMP (FINACIAL MANAGEMENT PORTFOLIO)**

Work efforts for the FMP (Financial Management Portfolio) include: Program/Project management, FMS Maintenance, Tier 3 Support and Training, FMS System Enhancements.

4.2.1 MSC-FMS System Maintenance

In cases where a maintenance effort for existing FMS functionality is requested by MSC, the contractor shall provide MSC with a system change assessment. These assessments shall include a description of the change request, an analysis of the manual or systemic options and impacts of each option. The analysis

shall include all functional, technical, cost and schedule considerations. For any approved programmatic option, the contractor shall provide detailed functional, technical and architectural design documentation for MSC review, coordination and approval. The contractor shall develop, test and integrate approved configuration change requests and maintain configuration control of the systems engineering environment. Configuration change requests will be approved by a configuration change request board and is to be completed using the configuration change process (CCR Form Instructions Appendix J-11) The contractor shall evaluate the applicability of maintenance patch releases to the installed Oracle product baseline and recommend appropriate changes to the MSC configuration. The contractor shall provide release management support to facilitate migration of changes from the development and test instance to the production instance.

The contractor shall provide support to include maintenance of operational system interfaces. Unless otherwise directed by the MSC COR, the order of precedence for task execution shall be: resolution of operational issues first; providing necessary operational system maintenance second; addressing requests for system enhancements third. The contractor shall work cooperatively with the MSC COR to maintain existing interfaces. Contractor team personnel shall be proficient in the knowledge and experience of the Oracle AIM methodology and documentation methods as appropriate to their assigned functional or technical tasks.

#### 4.2.2 Tier 3 Support

The contractor shall assign personnel knowledgeable of the MSC-FMS implementation to provide Tier 3 Helpdesk resolution support for those issues, which cannot be addressed, by MSC GHD Tier 2 support. These team members shall provide functional and technical knowledge of system processes and detailed understanding of the capabilities of the Oracle applications. The contractor shall assess the nature of reported issues and problems and determine if the issue or problem is in the domain of MSC-FMS or one of the MSC enterprise process partners, investigate and analyze user reported issues and problems that have been forwarded by the Tier 2 Support Team and provide timely response to responsible personnel, to include documentation of problem resolutions. The contractor shall log Technical Assistance Requests (TARs) with Oracle Corporation Technical Support, when appropriate, to facilitate issue resolution. The contractor shall track issue and problem resolution in support of knowledge management activities to enable future maintenance and troubleshooting.

#### 4.2.3 MSC-FMS System Enhancements

In cases where addition of new functionality to MSC-FMS is requested by MSC, the contractor shall provide MSC with a system change assessment. These assessments shall include a description of the change request, an analysis of the manual or systemic options and impacts of each option. The analysis shall include all functional, technical, cost and schedule considerations. For any approved system enhancement, the contractor shall provide the appropriate project management artifacts to manage the system enhancement project for MSC review, coordination and approval. The contractor shall develop, test and integrate approved change requests and maintain configuration control of the systems engineering environment. The contractor shall evaluate the applicability of maintenance patch releases to the installed Oracle product baseline and recommend appropriate changes to the MSC configuration. The contractor shall provide release management support to facilitate migration of changes from the development and test instances to the production instance.

The contractor shall provide support to include development of system interfaces. The contractor shall respond to MSC requests for development of new Department Of Defense/Department Of Navy (DOD/DON) interfaces as well as interface requirements defined by the MSC COR. The contractor shall provide impact analysis, requirements analysis, design, development and testing of developed system interfaces. A separate sub-project plan shall be developed as requirements are clarified for this task to assess whether the task has been appropriately scoped. In Process Reviews (IPRs) will be conducted after requirements analysis is complete to clarify all steps required to complete the task. The contractor shall work cooperatively with the MSC COR to develop the technical design for any new and existing interfaces. (FMS interfaces can be found in Appendix – J-2)

### **4.3 HRMP (HUMAN RESOURCES MANAGMENT PORTFOLIO)**

Work efforts for the HRMP (Human Resources Managment Portfolio) include: Program Management, HRMS Enhancements, and HRDM Enhancements support.

#### 4.3.1 MSC HRMS System Maintenance

In cases where a maintenance effort for existing HRMS functionality is requested by MSC, the contractor shall provide MSC with a system change assessment. These assessments shall include a description of the change request, an analysis of the manual or systemic options and impacts of each option. The analysis shall include all functional, technical, cost and schedule considerations. For any approved programmatic option, the contractor shall provide detailed functional, technical and architectural design documentation for MSC review, coordination and approval. The contractor shall develop, test and integrate approved configuration change requests and maintain configuration control of the systems engineering environment. Configuration change requests will be approved by a configuration change request board and is to be completed using the configuration change process (CCR Form Instructions Appendix J-11) The contractor shall evaluate the applicability of maintenance patch releases to the installed Oracle product baseline and recommend appropriate changes to the MSC configuration. The contractor shall provide release management support to facilitate migration of changes from the development and test instance to the production instance.

The contractor shall provide support to include maintenance of operational system interfaces. Unless otherwise directed by the MSC COR, the order of precedence for task execution shall be: resolution of operational issues first; providing necessary operational system maintenance second; addressing requests for system enhancements third. The contractor shall work cooperatively with the MSC COR to maintain existing interfaces. The contractor team personnel shall be proficient in the knowledge and experience of the Oracle AIM methodology and documentation methods as appropriate to their assigned functional or technical tasks.

The contractor shall provide a team of functional and technical personnel to support maintenance of the established HRMS baseline system. Personnel shall participate as an integrated team with other contractor HRMS Training support personnel, MSFSC-N1 Process Owners, MSFSC-N1 Subject Matter Experts, and the MSC COR. The contractor team personnel shall be proficient in the knowledge and experience of the Oracle AIM methodology and documentation methods as appropriate to their assigned functional or technical tasks.

#### 4.3.2 HRMS Tier 3 Support

The contractor shall assign personnel knowledgeable of the HRMS implementation to provide Tier 3 Helpdesk resolution support for those issues, which cannot be addressed, by MSC GHD Tier 2 support. These team members shall provide functional and technical knowledge of system processes and detailed understanding of the capabilities of the Oracle applications. The contractor shall assess the nature of reported issues and problems and determine if the issue or problem is in the domain of HRMS or one of the MSC enterprise process partners, investigate and analyze user reported issues and problems that have been forwarded by the Tier 2 Support Team and provide timely response to responsible personnel, to include documentation of problem resolutions. The contractor shall log Technical Assistance Requests (TARs) with Oracle Corporation Technical Support, when appropriate, to facilitate issue resolution. The contractor shall track issue and problem resolution in support of knowledge management activities to enable future maintenance and troubleshooting.

#### 4.3.3 MSC- HRMS System Enhancements

In cases where addition of new functionality to MSC-HRMS is requested by MSC, the contractor shall provide MSC with a system change assessment. These assessments shall include a description of the change request, an analysis of the manual or systemic options and impacts of each option. The analysis shall include all functional, technical, cost and schedule considerations. For any approved system

enhancement, the contractor shall provide the appropriate project management artifacts to manage the system enhancement project for MSC review, coordination and approval. The contractor shall develop, test and integrate approved change requests and maintain configuration control of the systems engineering environment. The contractor shall evaluate the applicability of maintenance patch releases to the installed Oracle product baseline and recommend appropriate changes to the MSC configuration. The contractor shall provide release management support to facilitate migration of changes from the development and test instances to the production instance.

The contractor shall provide support to include development of system interfaces. The contractor shall respond to MSC requests for development of new Department Of Defense/Department Of Navy (DOD/DON) interfaces as well as interface requirements defined by the MSC COR. The contractor shall provide impact analysis, requirements analysis, design, development and testing of developed system interfaces. A separate sub-project plan shall be developed as requirements are clarified for this task to assess whether the task has been appropriately scoped. In Process Reviews (IPRs) will be conducted after requirements analysis is complete to clarify all steps required to complete the task. The contractor shall work cooperatively with the MSC COR to develop the technical design for any new and existing interfaces. (HRMS interfaces can be found in Appendix – J-3).

#### **4.4 EDW (ENTERPRISE DATA WAREHOUSE)**

In cases where a maintenance effort for existing EDW functionality is requested by MSC, the contractor shall provide MSC with a system change assessment. These assessments shall include a description of the change request, an analysis of the manual or systemic options and impacts of each option. The analysis shall include all functional, technical, cost and schedule considerations. For any approved programmatic option, the contractor shall provide detailed functional, technical and architectural design documentation for MSC review, coordination and approval. The contractor shall develop, test and integrate approved configuration change requests and maintain configuration control of the systems engineering environment. Configuration change requests will be approved by a configuration change request board and is to be completed using the configuration change process (CCR Form Instructions Appendix J-11) The contractor shall evaluate the applicability of maintenance patch releases to the installed Oracle product baseline and recommend appropriate changes to the MSC configuration. The contractor shall provide release management support to facilitate migration of changes from the development and test instance to the production instance.

- **Requirements Analysis:** The contractor shall aid MSC personnel in identifying business requirements that web/application and database/warehouse development will be based on. Requirements will be documented and agreed upon and all design/development efforts shall be mapped back to the base business requirements stated. The contractor, with oversight from the Program Manager, shall facilitate working groups and technical committees to aid in identification of requirements and standardization of approach and design across projects. The contractor's Enterprise Data Warehouse team shall lead this effort. The make up of the team shall be prescribed in each respective task order.
- **Business Rule Documentation:** The contractor shall gather metadata concerning MSC business rules, currently embedded within application code and organizational business operations, document the required metadata and create a metadata repository to store the business rules. The metadata repository shall encourage reuse of business rules and processes concerning data manipulation, standardization and cleansing.

The contractor shall provide support to include maintenance of operational system interfaces. The order of precedence for task execution shall be: resolution of operational issues first; providing necessary operational system maintenance second; addressing requests for system enhancements third, unless otherwise directed by the MSC COR. The contractor shall work cooperatively with the MSC COR to maintain existing interfaces.

##### 4.4.1 EDW Tier 3 Support

The contractor shall assign personnel knowledgeable of the EDW implementation to provide Tier 3 Helpdesk resolution support for those issues, which cannot be addressed, by MSC GHD Tier 2 support. These team members shall provide functional and technical knowledge of system processes and detailed understanding of the capabilities of the Oracle applications. The contractor shall assess the nature of reported issues and problems and determine if the issue or problem is in the domain of EDW or one of the MSC enterprise process partners, investigate and analyze user reported issues and problems that have been forwarded by the Tier 2 Support Team and provide timely response to responsible personnel, to include documentation of problem resolutions. The contractor shall track issue and problem resolution in support of knowledge management activities to enable future maintenance and troubleshooting.

#### 4.4.2 MSC- EDW System Enhancements

In cases where addition of new functionality to MSC-EDW is requested by MSC, the contractor shall provide MSC with a system change assessment. These assessments shall include a description of the change request, an analysis of the manual or systemic options and impacts of each option. The analysis shall include all functional, technical, cost and schedule considerations. For any approved system enhancement, the contractor shall provide the appropriate project management artifacts to manage the system enhancement project for MSC review, coordination and approval. The contractor shall develop, test and integrate approved change requests and maintain configuration control of the systems engineering environment. The contractor shall evaluate the applicability of maintenance patch releases to the installed Oracle product baseline and recommend appropriate changes to the MSC configuration. The contractor shall provide release management support to facilitate migration of changes from the development and test instances to the production instance.

The contractor shall provide support to include development of system interfaces. The contractor shall respond to MSC requests for development of new Department Of Defense/Department Of Navy (DOD/DON) interfaces as well as interface requirements defined by the MSC COR. The contractor shall provide impact analysis, requirements analysis, design, development and testing of developed system interfaces. A separate sub-project plan shall be developed as requirements are clarified for this task to assess whether the task has been appropriately scoped. In Process Reviews (IPRs) will be conducted after requirements analysis is complete to clarify all steps required to complete the task. The contractor shall work cooperatively with the MSC COR to develop the technical design for any new and existing interfaces. (EDW interfaces can be found in Appendix – J-4).

### **4.5 OTHER SYSTEMS (N6) INITIATIVES AND ACTIVITIES**

The contractor shall provide support to sustain efforts necessary for evolving MSC-IT System requirements. The contractor shall support any unspecified or future Software Development and Enhancement initiatives set forth by MSCHQ-N6 that are necessary to fulfill any MSC requirements.

#### 4.5.1 System Maintenance

In cases where a maintenance effort for existing MSC functionality is requested by the COR, the contractor shall provide MSC with a system change assessment. These assessments shall include a description of the change request, an analysis of the manual or systemic options and impacts of each option. The analysis shall include all functional, technical, cost and schedule considerations. For any approved programmatic option, the contractor shall provide detailed functional, technical and architectural design documentation for MSC review, coordination and approval. The contractor shall develop, test and integrate approved configuration change requests and maintain configuration control of the systems engineering environment. Configuration change requests will be approved by a configuration change request board and is to be completed using the configuration change process (CCR Form Instructions Appendix J-11) The contractor shall evaluate the applicability of maintenance patch releases to the installed Oracle product baseline and recommend appropriate changes to the MSC configuration. The contractor shall provide release management support to facilitate migration of changes from the development and test instance to the production instance.

The contractor shall provide support to include maintenance of operational system interfaces. Unless otherwise directed by the MSC COR, the order of precedence for task execution shall be: resolution of operational issues first; providing necessary operational system maintenance second; addressing requests for system enhancements third. The contractor shall work cooperatively with the MSC COR to maintain existing interfaces.

#### 4.5.2 Tier 3 Support

The contractor shall assign personnel knowledgeable of the MSCHQ-N6 Initiatives and activities to provide Tier 3 Helpdesk resolution support for those issues, which cannot be addressed, by MSC GHD Tier 2 support. These team members shall provide functional and technical knowledge of system processes and detailed understanding of the capabilities of their respective applications. The contractor shall assess the nature of reported issues and problems and determine if the issue or problem is in the domain of one of the MSC enterprise process partners, investigate and analyze user reported issues and problems that have been forwarded by the Tier 2 Support Team and provide timely response to responsible personnel, to include documentation of problem resolutions. The contractor shall track issue and problem resolution in support of knowledge management activities to enable future maintenance and troubleshooting.

### **5.0 PLACE OF PERFORMANCE**

Subject to the terms of the applicable task order, the majority of the work effort shall be performed off-site, at the contractor's location. Work as required will be conducted at MSCHQ – Washington Navy Yard, Washington, D.C. and MSFSC Norfolk, VA. The number of seats provided by the government is outlined in paragraph 7.0 in this document. Most development work should be accomplished remotely from the contractor's location. If local access is required, developers will be provided this capability. The majority of the work effort associated with the HR tasks shall be performed at MSFSC, contractor's local office or MSC Area Commands and Offices, as needed and appropriate to ensure successful execution of the contract in accomplishment of the assigned tasks. The contractor may also use alternate work locations when appropriate to eliminate the need for consultants to travel. The contractor shall keep the COR and Contracting Officer informed about place of performance by its employees.

### **6.0 CONTRACT PHASE-IN / PHASE-OUT**

#### **6.1 CONTRACT PHASE-IN PERIOD**

Following contract award, there will be a 90 day phase-in period. The purpose of the Phase-In Period is to ensure a smooth transition of services from the predecessor contract to the current contract. No later than three (3) business days after the contract kick-off meeting, upon issuance of a task order, the contractor shall commence review of all tasks to be performed under this contract. No later than fifteen (15) business days after the contract kick-off meeting, the contractor shall develop, with Government input, a plan of action to ensure the smooth transition of services from the predecessor contractor to the contractor with no degradation of services. At the end of the phase in period, the contractor shall be responsible for full performance in accordance with the terms of the contract.

#### **6.2 CONTRACT PHASE OUT PERIOD**

There will be a Contract Phase-Out Period commencing ninety (90) days prior to end of contract. The purpose of the Phase-Out Period is to ensure a smooth transition of services from the predecessor contract to the new contract. Upon issuance of a task order, the contractor shall provide the services necessary to ensure a successful transition of services from it to the awardee under a subsequent contract for the same or similar requirement. No later than one hundred twenty (120) days period to the end of the contract, the contractor shall develop, with input from the Government, a plan of action to facilitate the transition of services to the incoming contractor with no degradation in services.

### **7.0 GOVERNMENT FURNISHED EQUIPMENT**

The Government shall provide onsite contractors at MSCHQ, and Military Sealift Fleet Support Command (MSFSC) Norfolk, Virginia with networked computers to include access to the MSC LAN and telephones required to conduct normal project business as identified in the specific task below.

<b>TASK</b>	<b>NUMBER OF GOVERNMENT OWNED WORKSTATIONS</b>	<b>LOCATION</b>
FMP (Task 4.2)	2	MSCHQ, Washington DC
EDW (Task 4.4)	2	MSCHQ, Washington DC
HRMP (Task 4.3)	2	MSFSC, Norfolk, VA

### **7.1 LOSS OR DAMAGE TO GOVERNMENT PROPERTY**

Upon the happening of loss or destruction of or damage to the Government property, the contractor shall promptly notify the Contracting Officer thereof, and shall take all necessary and reasonable steps to protect, preserve and recover the Government property, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of (i) the lost, destroyed and damaged Government property, (ii) the time and origin of the loss, destruction or damage, (iii) all known interests in commingled property of which the Government property is a part, and (iv) the insurance, if any, covering any part of or interest in such commingled property. DD Form 200 shall be prepared for each missing, lost damaged Government property.

### **7.2 DISPOSITION OF PROPERTY**

If property is provided by or at the expense of the Government under the terms of this contract, such property will be disposed of only with the discretion of MSC Property Administrator. It is the contractor's responsibility to prepare documents, package, remove and transport material once the Government provides disposition instructions.

### **7.3 INVENTORIES UPON TERMINATION AND COMPLETION:**

Within 120 days of termination or completion of contract, the contractor shall perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property applicable to the contract unless MSC Contracting Officer waives the requirement. This inventory is due to the MSC Property Administrator no later than 60 days prior to contract completion/termination.

### **8.0 DELIVERABLES.**

Deliverables must meet the requirements set forth in the contract or task orders. The contractor will maintain a file of started, completed, and ongoing deliverables.

### **8.1 FORMAT OF DELIVERABLES**

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

### **8.2 PHASE IN/PHASE OUT DELIVERABLES**

#### 8.2.1 Contract Kick-Off Meeting

- The Government shall schedule and coordinate a contract kick-off meeting within fifteen (15) business days of contract award.
- The contractor shall develop and, after Government approval, distribute the kick-off meeting minutes and action items within five (5) business days after the kick-off meeting.

**8.2.2 Phase In / Phase Out Plans**

- Phase In Plan: No later than fifteen (15) business days after the contract kick-off meeting, the contractor shall develop, with Government input, a plan of action to ensure the smooth transition of services from the predecessor contractor to the contractor with no degradation of services.
- Phase Out Plan: No later than one hundred twenty (120) days prior to the end of the contract, the contractor shall develop, with input from the Government, a plan of action to facilitate the transition of services to the incoming contractor with no degradation in services.

**8.2.3 Program Management Plan (PMP)**

As part of the Phase In Services, the contractor shall provide a draft PMP to the MSC COR at the Contract Kick-Off Meeting. The Government will provide comments to the contractor within 15 days of receipt of the draft PMP. The contractor shall provide the final PMP to the MSC COR within 30 days after receipt of Government comment. The contractor shall keep the PMP up-to-date, and be prepared to brief any plan content to the Government at short notice (within 24 hours).

**8.3 MATRIX OF PHASE IN/PHASE OUT DELIVERABLES**

<b>ITEM DESCRIPTION</b>	<b>INITIAL DELIVERY</b>	<b>FINAL DELIVERY</b>
Kick-Off Meeting (Task 4.1.1)	15 days after date of receipt of written notice of contract award.	N/A
Kick off Meeting Minutes (Task 4.1.1)	5 days after Kick-Off Meeting.	N/A
Phase-In Plan (Task 4.1.1)	NLT 15 days after the Kick-Off Meeting.	
Program Management Plan (Task 4.1.4)	Due at Kick-Off Meeting.	30 days after Kick-Off Meeting
Phase-Out Plan (Task 6.2)	NLT 120 days prior to end of the contract.	N/A

**8.4 TASK DELIVERABLES**

The contractor shall prepare deliverables as specified in individual task orders. Deliverables will tend to be either Program / Project Management or Technical Deliverables. Program / Project Management Deliverables are defined in paragraph 4.1 of the PWS (e.g. Charter, Risk Management Plans, Project Plans (POA&Ms), Lessons Learned and Meeting Minutes). Technical deliverables will be in accordance with sections 4.2 – 4.5 of the PWS and include items such as requirements documents, design documents, test plans and test scripts. The following tasks may or may not be incorporated as deliverables in each task order:

**8.4.1 Monthly Status Reports**

In accordance with the requirements set forth under paragraph 4.1.5, the contractor shall provide monthly status reports to the COR by the 15<sup>th</sup> day of each month, covering the previous month.

- The contractor shall provide the format for the MSR at the contract kick-off meeting.
- The contractor shall provide a consolidated Plan of Action and Milestones as required.

**8.4.2 Summary Cost Reports**

The contractor shall prepare and submit a report concurrently with each invoice presented for payment. The contractor shall report expenses that can be invoiced under the contract. The report shall include labor 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; if applicable, labor expenses shall be reported at the SubCLIN level.

The contractor shall use the report format found in the Summary Contract Cost Report (Appendix J-12); alternate formats may be proposed and used, with prior approval of the Contracting Officer.

Contractors must provide a cost summary sheet providing a breakout of costs per effort and cumulative costs as they relate to the budgeted amounts.

#### 8.4.3 Program Management Reviews

- The first review will be conducted 90 days after award. Subsequent reviews will be done at three-month intervals.
- The contractor shall prepare and submit a Program Management Review (PMR) agenda to the COR 5 days prior to the PR meeting and prepare minutes within 5 days after the meeting.

### **8.5 MATRIX OF TASK DELIVERABLES**

<b><u>ITEM DESCRIPTION</u></b>	<b><u>INITIAL DELIVERY</u></b>	<b><u>FINAL DELIVERY</u></b>
Monthly Status Report by Task (Tasks 4.1 – 4.5)	15 <sup>th</sup> day of each month, covering the previous month.	N/A
Summary Contract Cost Report (Tasks 4.1 – 4.5)	Concurrently with Contractor Invoice.	N/A
Program Management Reveiws (Task 4.1.2)	90 days after award	N/A

### **8.6 KNOWLEDGE REPOSITORY**

The Military Sealift Command maintains a private web-accessible Collaboration Site that is used to house interim and final work products on all N63 projects. The contractor shall be granted access to this Site, and be required to store interim work products and final deliverables on the site, under a homepage structure created for each project.

### **8.7 SECTION 508 CERTIFICATION REQUIREMENTS**

All deliverables stated in this PWS shall comply with 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.

All electronic and information technology (EIT) procured through this Contract must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation act of 1973, as amended, and is viewable at <http://www.section508.gov>.

The contractor shall be compliant with the following technical standards extracted from 36 CFR 1194.

- § 1194.21 Software applications and operating systems
- § 1194.22 Web-based intranet and internet information and applications
- § 1194.23 Telecommunications products
- § 1194.24 Video and multimedia products
- § 1194.25 Self contained, closed products
- § 1194.26 Desktop and portable computers
- § 1194.31 Functional performance criteria
- § 1194.41 Information, documentation, and support

For all EIT products and/or services supported under this Contract, the contractor shall analyze and present to the Government in a Product Accessibility Report the potential accessibility challenges presented by the product and recommendations for solving them. The Product Accessibility Report shall assess any potential accessibility impact, determine which COTS products could be used to solve the particular accessibility challenges, and provide a recommended solution to remedy any potential accessibility difficulties to the Government for approval. These recommendations shall incorporate market research into the availability of COTS products that could be used to make these items accessible to persons with disabilities. Further, the proposed solution shall indicate where full details of compliance demonstration can be found (e.g., vendor's web site or other exact location).

Upon receipt of Government approval of a specific accessibility solution, the contractor shall incorporate this accessibility solution into any applicable documentation related to that system and implement the accessibility solution when the system is implemented.

**9.0 PERFORMANCE METRICS**

<b>TASK OR DELIVERABLE</b>	<b>METRIC TYPE</b>	<b>PERFORMANCE STANDARD</b>	<b>PERFORMANCE INDICATOR</b>	<b>SURVEILLANCE METHOD</b>	<b>INCENTIVE</b>
Deliverables required are in accordance with Para. 8 of the PWS. (To include both contract and task order deliverables)	Efficiency	Deliverables shall be submitted in accordance with the delivery schedule.*	100% of the reports are submitted by the deadline agreed to by the COR.*	COR Tracking	<u>Negative Incentive:</u> \$250.00 deduction per occurrence.
Provide high quality project documentation	Quality	Project scope, budget and schedule deliverables shall be approved with no more than two (2) N63 directed revisions for improvement or correction	90% of project scope, budget and schedule deliverables are approved with no more than two (2) N63-directed revisions for improvement or correction	Observation, Inspection & Contractor Self Reporting	<u>Negative Incentive:</u> \$500 deduction per occurrence.
Contractor is responsive to contract / task order requirements	Quality / Efficiency	Subjective measure criteria by the COR	100% satisfaction. Contractor is professional, responsive and provides quality services.	Observation, Inspection & Customer Complaints**	<u>Positive / Negative Incentive:</u> MSC reporting to Contractor Performance and Assessment Rating System (CPARS).

\*Deliverables are not considered to be late when, on a case by case basis, the COR approves in writing a later deliverable submission.

\*\*Customer complaints, to be considered valid, must set forth in writing the detailed nature of the complaint, and must be certified by the COR. The complaint will then be forwarded to the Contracting Officer for review. If the Contracting Officer determines that the complaint is valid, the Contractor will be formally notified in writing. The Contractor will have 5 business days to formulate a response detailing the actions taken to remedy the complaint filed.

**10.0 REQUIRED PERSONNEL**

Key contractor personnel shall be assigned to the MSC program, unless otherwise approved by the Contracting Officer and shall not be replaced without mutual agreement with the Contracting Officer. The contractor must identify key personnel in the technical proposal. Key personnel will not be changed by the contractor without Government approval of the replacement, as required per the Key Personnel clause. Key contractor personnel labor categories for the FMS and HRMS tasks are listed in Section 13.1. The contractor further agrees not to replace non-key personnel without specific approval of the Contracting Officer.

The personnel requirements are as follows. Periods of time in parenthesis denote a preferred number of years experience.

## 10.1 KEY PERSONNEL SKILLSETS

The contractor shall ensure that key personnel meet or exceed the minimum skill set listings provided below. It is desirable for the contractor to provide personnel that meet both the minimum and desired skill set parameters provided. Each individual's experience and skills should be sufficient enough to ensure proper performance of the position. The minimum personnel requirements for the contract and each proposed tasks are provided below:

### **Title: Program Manager (Overall)**

#### Demonstrated skills:

- Experience (8 years) leading projects and programs for Department of Defense (DoD) and/or Department of Navy (DoN) agencies.
- Management experience must be in programs with particular relevance to Oracle Financial/Business Applications or Oracle Human Resource Applications along with the business processes associated with those applications.

#### Desired skills:

- Management experience with program support to all of the following: Oracle Financial/Business Applications, Oracle Human Resource Applications and Data Warehousing along with the business processes associated with those applications
- Management experience Supporting DON
- Management experience Supporting MSC
- Program Manager Certification in Program and/or Project Management from recognized Project / Program Management certifying bodies.
- Experience deploying systems with Sybase Technology.

### **Title: Project Manager (FMS)**

#### Demonstrated skills:

- Experience (6 years) leading projects and programs for Department of Defense (DoD) and/or Department of Navy (DoN) agencies.
- Management experience must be in programs with particular relevance to Oracle Financial/Business along with the business processes associated with those applications.
- Understanding and knowledge of the Financial Management Regulations (FMR).

#### Desired skills:

- Knowledge of the Navy / USTRANSCOM business processes associated with the Navy / USTRANSCOM Financial Management System
- Knowledge of the MSC business processes associated with the MSC Financial Management System (MSC-FMS) within the current MSC enterprise
- Program Manager Certification in Program and/or Project Management from recognized Project / Program Management certifying bodies.

### **Title: Technical Lead (FMS)**

#### Demonstrated skills:

- Technical experience (5 years) in the technical aspects of Oracle Applications with particular relevance to DoD/DoN: Information Technology, Oracle Financial/Business Applications along with the business processes associated with those applications.
- Technical experience with SQL Plus, Java, XML, XML Gateway and E-Commerce is required.

#### Desired skills:

- Knowledge of the technical aspects of MSC business processes associated with the Oracle Financial Management System within the current MSC enterprise.

**Title: Project Manager (HRMS)**

Demonstrated skills:

- Experience (6 years) leading projects and programs for Department of Defense (DoD) and/or Department of Navy (DoN) agencies.
- Management experience must be in programs with particular relevance to Oracle Human Resource Applications along with the business processes associated with those applications.

Desired skills:

- Knowledge of the DoD business processes associated with the DoD Human Resource Management.
- Knowledge of the MSC business processes associated with the MSC Human Resources Management System (MSC-HRMS) within the current MSC enterprise
- Program Manager Certification in Program and/or Project Management from recognized Project / Program Management certifying bodies.

**Title: Technical Lead (HRMS)**

Demonstrated skills:

- Technical experience (5 years) in technical aspects of Oracle Applications with particular relevance to DoD/DoN, Oracle Human Resource Applications along with the business processes associated with those applications.
- Technical experience with SQL Plus, Java, XML, and XML Gateway is required.

Desired skills:

- Knowledge of the technical aspects of MSC business processes associated with the MSC Human Resources Management System (MSC-HRMS) within the current MSC enterprise.

**Title: Project Manager (MSC EDW)**

Demonstrated skills:

- Experience (6 years) leading projects and programs for Department of Defense (DoD) and/or Department of Navy (DoN) agencies.
- Management experience must be in programs with particular relevance Data Warehousing Applications along with the business processes associated with those applications.

Desired skills:

- Knowledge of the Navy business processes and with Navy Data Warehousing Efforts
- Knowledge of the MSC business processes associated with the MSC Electronic Data Warehouse (EDW) within the current MSC enterprise
- Program Manager Certification in Program and/or Project Management from recognized Project / Program Management certifying bodies.

**Title: Technical Lead (MSC EDW)**

Demonstrated skills:

- Technical experience must be in technical aspects of Oracle Applications with particular relevance to DoD/DoN: Information Technology, Sybase Applications along with the business processes associated with those applications.
- Technical experience with the following applications: Sybase Enterprise Application, Sybase ASE database, Sybase Adaptive Server Enterprise, Sybase Adaptive Server IQ, Sybase PowerDesigner and Warehouse

Architect, Ascential Metastage, Ascential DataStage and MicroStrategy. Experience may be with similar applications; however, the experience must demonstrate how these similar applications correlate to one of the above applications.

Desired skills:

- Knowledge of the technical aspects of MSC business processes associated with the MSC Enterprise Data Warehouse (MSC EDW).
- Experience deploying systems with Sybase technology.

## **10.2 STAFFING PLAN AND NON KEY PERSONEL**

The contractor shall provide a staffing plan, in accordance with Paragraph 4.1.4, for the following labor categories for both Oracle Business Applications and Non-ERP efforts. The contractor shall propose both Senior and Junior level positions at each position listed below in accordance with the levels delineated in Exhibit 1:

- Business Analyst
- Database Administrator
- Help Desk Specialist
- ERP Specialist
- QA/Testing Specialist
- Systems Analyst
- ERP Programmer/Analyst

### **ERP Business Analyst–Intermediate**

Under general supervision, serves as subject matter expert associated with content, processes, and procedures associated with enterprise applications. Applies functional knowledge to design and customize workflow systems that provide seamless integration for client/server applications. Writes functional requirements, develops test plans, and works with production issues.

### **ERP Business Analyst–Senior**

Under general direction, serves as senior subject matter expert associated with content, processes, and procedures associated with ERP. Defines detailed requirements, analyzes business needs, and validates solutions with the client. Details requirements through product development and other functions to support the project team. Monitors other business analysts in software development methods and processes and implementation of those methods. Evaluates development projects and assists in tailoring the development process to meet the project needs.

### **Oracle ERP DBA**

Job Role & Skill Set: Database Administrator - Oracle Applications Requested service/service area: Application Management Services - Package Services, RICE - Oracle Applications ML

Required skills: Oracle ERP DBA Technical knowledge of Oracle ERP Database Administration. Secondary Description Perform Database Administrator-Oracle Applications(2)

### **Help Desk Specialist**

Functional Responsibility: Under general supervision, responds to and diagnoses problems through discussions with users. Includes problem recognition, research, isolation and resolution steps. Typically is able to resolve less complex problems immediately, while more complex problems are assigned to senior level support. May involve use of problem management database and help desk systems.

### **ERP Specialist**

Minimum/General Experience: Technical experience with the design, support, maintenance, deployment and/or Customer Relationship Management (CRM) systems. Experienced with products like SAP, Oracle E-Business Suite,

Peoplesoft, Siebel and Baan. The ERP/CRM Specialist has an aptitude for reducing broad concepts and business strategies into structured programs.

Functional Responsibility: Develops implementation strategies and plans based on business requirements. Guides users in detailing requirements. Acts as the ERP Solution expert from both a functional and technical perspective

### **ERP Programmer**

Functional Responsibility: Under general supervision, works primarily in ERP client/server enterprise application. Designs and develops all aspects of data conversion. Builds application tables, panels, and reports. Codes individual modules and complex functions. Develops application tables, panels, and reports for projects. Responsible for software integration and external interface development. Troubleshoots and resolves testing issues. Responsible for technical documentation.

### **QA Specialist**

Minimum/General Experience: experience managing the software quality assurance initiatives including product testing, test automation, metrics and process improvement. Requires competency with managing the planning and execution of test efforts.

Functional Responsibility: Facilitates user acceptance testing and quality assurance activities.

### **Systems Analyst**

Minimum/General Experience: Experience with analyzing technical requirements and planning for current and future capacity needs of the system. Requires knowledge of methodologies used in designing scalability into the system, and knowledge of available hardware, system software, and input/output devices.

Functional Responsibility: Analyzes information technology requirements to provide system capabilities required for projected workloads. Plans layout and installation of new system or modification of existing system. Works with technical staff and project managers to obtain information on limitations and capabilities of existing system.

## **11 SECURITY REQUIREMENTS**

### **11.1 SECURITY CLASSIFICATION**

This effort may require access to U.S. Government classified information and facilities. Prior to the start of performance, the Contractor must have a facilities clearance up to SECRET. The Contractor, where necessary, shall provide personnel that have a current U.S. Government SECRET security clearance.

Security requirements are described in Section J, Exhibit 2 (Department of Defense Contract Security Classification Specification DD254). Blocks 6 and 7 of that form will be finalized following award. The Contractor shall pursue and obtain SECRET clearances for all personnel as required by applicable Task Orders. This requirement also applies to sub-contractor personnel. All personnel (includes Contractor and sub-contractor) working with classified information and on U.S. Government facilities will require a SECRET clearance. The Contractor shall establish and maintain an access list of those employees working on applicable Task Orders. A copy of the access list shall be furnished to the COR to control information and ensure compliance. All personnel reassignments and changes shall be provided via the revised access list to the COR. MSC shall provide the Contractor access to all areas as necessary to support contractor performance. At the direction of MSC, upon completion or termination of the Task Order, all classified information furnished will be returned to the direct custody of the designated Information Assurance Manager (IAM), or destroyed in accordance with applicable instructions.

### **11.2 NON-DISCLOSURE REQUIREMENTS**

The contractor will be required to work with business sensitive information in the performance of this PWS. No sensitive or proprietary information of, or in the possession of the Military Sealift Command or any of its operating units, will be disclosed without the written consent of the Contracting Officer. A non-disclosure agreement

concerning information gained or used during performing under this contract must be initiated prior to the start of the order. The agreement must be signed by any personnel who have access to sensitive business information and their employer. See Appendices J-13 and J-14.

### 11.3 POSITIONS OF TRUST

For those contract positions requiring Nonsecure Internet Protocol Router Network (NIPRnet) access, a CAC or routine access to government buildings, a Position of Public Trust is required. For each individual requiring a Position of Public Trust, the Contractor shall complete a Standard Form (SF) 85P and submit it to MSC, which will forward the form to the Office of Personnel Management (OPM) for investigation (to include a National Agency Check (NAC)) and final access approval. Pending final OPM approval, MSC's Security Office may permit access by granting an Interim Position of Public Trust based upon the submitted SF85P. If MSC determines the employee to be suitable for interim access, the Contractor will be notified by MSC's Security Office. An Interim Position of Public Trust permits network access, issuance of a CAC, and routine access to applicable government buildings.

If at any time either MSC or OPM in their sole discretion determines that a Contractor's employee is no longer eligible for a Position of Public Trust, the employee's access will be revoked. In the event access is revoked, the Contractor will be notified by the COR and briefed. It shall be the Contractor's sole responsibility to retain a suitable substitute and to submit an SF85P.

All costs associated with the preparation, processing, and approval of each SF85P and, as applicable, the revocation of access shall be the Contractor's sole responsibility. The Contractor shall comply with DoD Instructions 5200.1-R and 5200.2-R, SECNAV Instructions 5510.30 and 5510.36, and COMSC Instruction 5510.8H, COMSC INFORMATION AND PERSONNEL SECURITY REGULATION.

### 11.4 ADDITIONAL SECURITY PROTOCOLS

- a. The contractor shall comply with all applicable public laws, government regulations, and command procedures regarding privacy.
- b. All personnel performing work on-site at Government locations shall be United States citizens.

## 12 COMMON ACCESS CARDS (CAC)

- a. The United States Department of Defense (DOD)/Uniformed Services Identification Common Access Card (CAC) is the standard identification card issued to authorized personnel within DOD. The Contractor shall ensure Common Access Card with Public Key Infrastructure (PKI) are obtained for any contractor personnel who require logical access to the Department of Navy's computer networks or systems and / or will require regular access to Government installations, facilities, and ships for the duration of the contract. Fees associated with obtaining CACs are not reimbursable.
- b. Authorized Personnel. CACs are to be issued only through the auspices of a Trusted Agent (TA) (assigned after contract award), and only to U.S. Citizens or other individuals as authorized by Commander, Military Sealift Command (MSC). The contractor shall coordinate with the TA to ensure contractor employees have been entered into the web based Contractor Verification System (CVS).
- c. Tracking and Disposition. Since the card is Government property, contractors are responsible for the control of CAC issued to their personnel under MSC contract. In order to ensure positive control of CAC, contractors shall, at a minimum:
  - Require employees to surrender their CAC to the COR at the end of his/her employment.

- The Contractor shall surrender all CACs issued in the performance of a subject contract upon: 1) Termination of the contract; 2) As directed by the issuing authority, the Trusted Agent or the Contracting Officer.

**d. CAC Reporting.** The contractor shall provide to the Contracting Officer:

- A semi-annual list of all CACs issued to contractor employees and subcontractor's employees. The list shall state: 1) Names of the employee; 2) Location of CAC (e.g., with employee, returned to issuing office).
- A report shall be made within 24 hours of discovering any CAC is lost, stolen or destroyed. The Contracting Officer shall then generate a report to the Trusted Agent for cancellation of the card.

### **13 WORK WEEK**

(a) A portion of the effort under this contract will be performed on a Government installation. The normal work times for Government Employees at Military Sealift Command 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.

Section D - Packaging and Marking

SECTION D

D-1 PREPARATION FOR DELIVERY

Preservation, packaging and packing shall conform to the Uniform Freight Classification Rules and in such manner as to ensure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery.

Section E - Inspection and Acceptance

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 2008

## Section F - Deliveries or Performance

**SECTION F****F-1 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND THE 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 02 December 2010 – 01 December 2011

The period of performance for each order shall be stated within each task order. 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<sup>st</sup> Option Year – 02 December 2011 – 01 December 2012  
 2001 – 2003 2<sup>nd</sup> Option Year – 02 December 2012 – 01 December 2013  
 3001 – 3003 3<sup>rd</sup> Option Year – 02 December 2013 – 01 December 2014  
 4001 – 4003 4<sup>th</sup> Option Year – 02 December 2014 – 01 December 2015

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with FAR Clause 52.217-9.

**F-2 PERIOD OF PERFORMANCE**

If all options are exercised, the total period of performance for this contract is five (5) years, to include one (1) base year and four (4) one-year options. These five (5) years are not inclusive of the time periods allowed in FAR 52.217-8, entitled "Option to Extend Services."

**F-3 PLACE OF PERFORMANCE**

The Place of Performance is addressed in Section C, paragraph 5.0.

**F-4 MILESTONES/DELIVERABLES**

Deliverables are addressed in Section C, paragraph 8.0.

**F-5 PLACE OF DELIVERY**

Originals of all correspondence requiring signature, such as copies of invoices, monthly status report, etc. shall be delivered to the Contracting Officer's Representative (COR) at the following address:

Primary  
 Todd Carroll  
 914 Charles Morris Ct SE  
 Washington Navy Yard  
 Washington, DC 20398-5540

(b) (6)  
 (b) (6)

Alternate  
 Robert Walz

914 Charles Morris Ct SE  
Washington Navy Yard  
Washington, DC 20398-5540  
Phone: (b) (6)  
(b) (6)

As directed by Task Order, 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 documents before being delivered to the Government.

**F-7 FORMAT FOR DELIVERABLES**

The format for deliverables is addressed in Section C, paragraph 8.1.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## Section G - Contract Administration Data

**SECTION G****G-1 PROCEDURES FOR TASK ORDERS**

(a) Ordering. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with Fixed Price and/or Firm Fixed Price - Level of Effort (FFP-LOE) task orders. 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 (if LOE)
- (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) For LOE orders only, the number of hours may be reduced based on actual hours worked; in such event, a reduction in the contract 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. For LOE orders only, 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 order as soon as possible after work is completed, the task order is reconciled, and the contractor has received payment. **The Contractor shall close out all task orders within 60 days after completion of services.**

## G-2 INVOICE REQUIREMENTS

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. **Contractor shall invoice only actual hours worked at the appropriate labor rate.** 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; miscellaneous support 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-3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND TECHNICAL POINTS OF CONTACT (TPOC's)

(a) The Contracting Officer has designated the following persons named below as the authorized COR for this contract:

**CONTRACTING OFFICER REPRESENTATIVE**

**PRIMARY**

NAME: Todd Carroll  
 CODE: N63  
 ADDRESS: 914 Charles Morris CT SE  
 Washington Navy Yard  
 Washington, DC 20398-5540  
 PHONE: (b) (6)  
 FAX: [REDACTED]  
 EMAIL: [REDACTED]

**ALTERNATE**

NAME: Robert Walz  
 CODE: N63  
 ADDRESS: 914 Charles Morris CT SE  
 Washington Navy Yard  
 Washington, DC 20398-5540  
 PHONE: (b) (6)  
 FAX: [REDACTED]  
 EMAIL: [REDACTED]

(b) The COR is a representative of the Contracting Officer and is responsible for the following:

- 1) Providing Technical Direction for the accomplishment of work.
- 2) Determining that hours invoiced reflect hours actually worked per labor category.
- 3) Final inspection and acceptance of all deliverables under the contract.
- 4) Participate in the administration of this contract.

(c) The COR will represent the Contracting Officer in the administration of technical details within the scope of this contract and will perform inspection and acceptance of all deliverables. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract or issue Task Orders. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the invoices submitted by the Contractor and informing the Contracting Officer of areas where exceptions are to be taken. The COR authority is nondelegable. The COR may be personally liable for unauthorized acts.

(d) The designated government personnel below, with their respective systems, are the authorized TPOC's for this contract:

Financial Management Portfolio (MSC-FMP) – Eric Doerfler, (b) (6)  
 Human Resources Management Portfolio (MSC-HRMP) – Zadoc-Lee Kekuewa, (b) (6)  
[zadoclee.kekuewa@navy.mil](mailto:zadoclee.kekuewa@navy.mil)  
 Enterprise Data Warehouse (MSC-EDW) – Robert Walz, (b) (6)

**G-4 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 ([ronald.ortega@navy.mil](mailto:ronald.ortega@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-5 MSC CHECK IN/OUT**

The contractor shall adhere to MSC check in/out 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.

## Section H - Special Contract Requirements

**SECTION H****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, 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 incurred as a result thereof. The address and telephone number of the Contracting Officer is:

**PRIMARY**

NAME: Brian Kimm  
 ADDRESS: 914 Charles Morris CT SE  
 Washington Navy Yard  
 Washington, DC 20398-5540  
 TELEPHONE: (b) (6)  
 EMAIL: [REDACTED]

**ALTERNATE**

NAME: Stefani Nick  
 ADDRESS: 914 Charles Morris CT SE  
 Washington Navy Yard  
 Washington, DC 20398-5540  
 TELEPHONE: (b) (6)  
 EMAIL: [REDACTED]

**H—3 CONTRACTOR 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 RESERVED****H-5 APPROVAL AND REIMBURSEMENT OF TRAVEL (CLINS 0002, 1002, 2002, 3002, and 4002)**

(1) Contractor Request and Approval of Travel. Any travel under this contract must be specifically requested in writing by the contractor and approved by the COR, prior to incurring any travel expense. The contractor shall submit the written request to the COR three weeks in advance, when possible. The travel request shall include as a minimum, the following:

- a) Contract number;
- b) Date, time, and place of proposed travel;
- c) Purpose of travel and how it relates to the contract;
- d) Contractor's estimated cost of travel;
- e) Name(s) of individual(s) traveling; and
- f) Breakdown of estimated travel and per diem charges.

The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor. Subsequently, each task order that requires travel will include a not-to-exceed limitation. The travel expense under the task order will be subject to adjustment based on actual travel costs.

(2) Travel Reimbursement. The Contractor shall be reimbursed for actual transportation expenses, lodging, meals and incidental expenses. Actual does not include handling charges, G&A cost, 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-6 REIMBURSEMENT OF OTHER DIRECT COSTS (ODC'S) (CLINS 0003, 1003, 2003, 3003, and 4003)**

(1) In the event that additional or specialized equipment, services and / or supplies are required, the Government will reimburse the Contractor only for the actual price paid for such services, supplies and services that are expressly identified as an ODC under the task order issued. Task orders that anticipate the need for ODC's will include an ODC CLIN.

(2) "Actual price" paid by the Contractor for such equipment, 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" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted daily rate includes all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor's purchase or provision of such supplies and services.

(3) To be eligible to receive reimbursement for equipment, services and supplies identified in a task order as an ODC and obtained in support of this contract, 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. The Contractor shall provide this documentation to the Contracting Officer for approval in accordance with FAR 52.244-2 (Subcontracts), or as directed by the Contracting Officer, prior to obtaining these services and supplies. The Contractor shall maintain documentation of all reimbursable purchases until three years after the contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.

(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 or services provided, 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 reimbursable supplies and services was fair and reasonable.

(5) When the Contractor expects total funding expended for ODC's to reach 85 percent of the total funds available on each ODC 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 each ODC CLIN at the time a reimbursable item is ordered.

(6) The Government is not obligated to reimburse the Contractor for ODC's in excess of the funded amount stated in the Schedule under each Reimbursable CLIN.

(7) The Contractor is not obligated to continue performance of any ODC work under this Contract or otherwise incur costs for ODC's in excess of the funded amount stated in the Schedule under each ODC CLIN unless the Contracting Officer notifies the contractor that the funded amount stated in the Schedule under the applicable ODC CLIN has been increased. Notification shall be in writing. 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 Schedule under the ODC CLIN unless they contain a statement expressly increasing the funded amount of the ODC CLIN by a sufficient amount to cover the change order.

#### **H-7 LIABILITY INSURANCE--FIXED PRICE TYPE CONTRACTS**

(a) 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:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person  
\$500,000 per occurrence  
\$ 20,000 per occurrence for property damage

(b) 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.

#### **H-8 ORGANIZATIONAL CONFLICT OF INTEREST**

(1) It is recognized by the parties hereto that the effort to be performed by the Contractor under this contract creates potential organizational conflicts of interest such as are contemplated by Federal Acquisition Regulation (FAR) 9.505. The Contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. The Contractor may submit a request to the Contracting Officer to waive the Organizational Conflict of Interest clause or may submit a mitigation plan to the Contracting Officer for approval to allow participation in a related procurement. During the term of this contract, including any extensions by change order or supplemental agreement, the Contractor agrees that it will not supply as a prime Contractor, Subcontractor at any tier, or consultant to a supplier, any product, item or major component of an item or product, which was the subject of the requirements under this contract. Participation in any acquisition described above, without express written approval from the MSC Contracting Officer may be grounds for termination of the MSC contract. The government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract, upon determination that an OCI has occurred.

(2) For the purpose of this clause, the term "Contractor" means the Contractor, its subcontractors, subsidiaries, and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(3) Services performed under this contract create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the Contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to third-party proprietary information.

(4) Whenever performance of this contract requires access to another Contractor's proprietary information, the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect

such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other Contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.

(5) In addition, the Contractor shall educate its employees, through appropriate means (such as formal training and promulgation of company policies and procedures) on the principles of FAR Subpart 9.5. Such education shall include, but not be limited to, training to ensure that employees refrain from using or disclosing proprietary information except as provided by executed agreement or as allowed by the contract. Further, the Contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement, which, in substance, shall provide that such employee will not, during its employment by the Contractor, or thereafter, improperly disclose such data or information.

(6) The Contractor shall hold the government harmless and will indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of Subcontractors, or by its agents.

(7) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the contracting officer may choose to undertake termination of this contract for convenience of the government, when such termination is deemed to be in the best interest of the government.

(8) The Contractor will include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. Subcontract restrictions will be limited, however, to the technical area(s) addressed in the specific statements of work in the Subcontractor's given task orders. The Subcontractor shall not participate in any MSC contract in the applicable technical area(s) without written approval of the MSC Contracting Officer. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement. Use of a Subcontractor on this contract is not permitted without prior approval of the MSC Contracting Officer. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the Contracts Office of the prime Contractor. Any deviations or less restrictive coverage deemed necessary or required by the prime Contractor for a particular subcontract must first be submitted to the Government Contracting Officer for approval. SubContractors, on a case-by-case basis, may make a request, through the prime Contractor, for a revision to the MSC OCI Clause restrictions outlined above.

## 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 2008
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	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
52.215-2	Audit and Records--Negotiation	MAR 2009
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
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	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	FEB 2009
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	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data--General	DEC 2007

52.227-17	Rights In Data-Special Works	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	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
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
52.237-3	Continuity Of Services	JAN 1991
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
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	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 2008
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
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008

252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7020	Rights In Data--Special Works	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 and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
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)	AUG 2009
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

##### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(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 **contract 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.

(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 **\$1,000**, 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 concurrent items in excess of **\$20,000,000**; or

(3) A series of orders from the same ordering office within **each contract period** 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 **5** 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)

#### 52.216-22 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 **180 days of the contract ending date**.

(End of clause)

#### 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 **prior to contract expiration**.

(End of clause)

#### 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 within **prior to contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **sixty-six (66) months**.

(End of clause)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 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 60 days**. 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.

(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://www.arnet.gov/far/>  
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

## 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)

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

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbolology Specification--Data Matrix.

Acquisition cost, for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item's fair market value.

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; e.g., the enterprise identifier along with the contractor's property internal identification, i.e., tag number is recognized as the serial number; 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.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished equipment means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

Item means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

Reparable means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

Sensitive item means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Serially managed item means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

Special test equipment means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

Unique item identifier (UII) means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

Virtual UII means the UII data elements assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor's property internal identification, i.e., tag number.

(b) Requirement for item unique identification of Government-furnished equipment. Except as provided in paragraph (c) of this clause--

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and

(2) Unless provided by the Government, the Contractor shall establish a virtual UII or a DoD recognized unique identification for items that are--

(i) Valued at \$5,000 or more in unit acquisition cost; or

(ii) Valued at less than \$5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.

(c) Exceptions. Paragraph (b) of this clause does not apply to--

(1) Government-furnished material;

- (2) Repairables;
  - (3) Contractor-acquired property;
  - (4) Property under any statutory leasing authority;
  - (5) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
  - (6) Intellectual property or software; or
  - (7) Real property.
- (d) Procedures for establishing UIIs. To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):
- (1) Parent UII.
  - (2) Concatenated UII.
  - (3) Received/Sent (shipped) date.
  - (4) Status code.
  - (5) Current part number (if different from the original part number).
  - (6) Current part number effective date.
  - (7) Category code ("E" for equipment).
  - (8) Contract number.
  - (9) Commercial and Government Entity (CAGE) code.
  - (10) Mark record.
    - (i) Bagged or tagged code (for items too small to individually tag or mark).
    - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
    - (iii) Effective date (date the mark is applied).
    - (iv) Added or removed code/flag.
    - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
    - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
    - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
    - (viii) Value, e.g., actual text or data string that is recorded in its human readable form.

(ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to ``one (1)".

(e) Procedures for updating the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items--

(1) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(3) Disposed of; or

(4) Transferred to a follow-on or other contract.

(End of clause)

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

**LIST OF OTHER DOCUMENTS**  
**EXHIBITS AND APPENDICIES**

Exhibit 1	Supplemental Pricing Sheet
Exhibit 2	Department of Defense Contract Security Classification Specification (DD254)
Appendix J-1	Military Sealift Command N6 Strategic Plan
Appendix J-2	Financial Management Portfolio Technical Description
Appendix J-3	Human Resources Management Portfolio Technical Description
Appendix J-4	Enterprise Data Warehouse Technical Description
Appendix J-5	N6 Lifecycle Management User Instruction
Appendix J-6	N6 Integration Process
Appendix J-7	COMSCINST 5421.10 Capital Planning and Investment Control Process
Appendix J-8	COMSCINSTR 5239.3 Information Assurance Policy
Appendix J-9	Department of Defense Information Assurance Training, Certification, and Workforce Management
Appendix J-10	Military Sealift Command Enterprise Architecture
Appendix J-11	Configuration Change Request Form Instructions
Appendix J-12	Summary Contract Cost Report
Appendix J-13	Non-Disclosure Agreement Corporate
Appendix J-14	Non-Disclosure Agreement Individual