

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 25

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W91QUZ-08-D-0016	2. DELIVERY ORDER/ CALL NO. BM01	3. DATE OF ORDER/ CALL (YYYYMMDD) 2008 Aug 11	4. REQ./ PURCH. REQUEST NO. MIPR7M109X7559	5. PRIORITY
---	-------------------------------------	---	---	-------------

6. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (if other than 6)	CODE
SEE ITEM 6			8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)

9. CONTRACTOR SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DRIVE BUILDING C MAIL STOP F3 SAN DIEGO CA 92121-1578	CODE 0T5L1	FACILITY 0T5L1	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS Net 30 Days	
			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15	

14. SHIP TO SEE SCHEDULE MD	CODE SCHED	15. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS CENTER - HQ0105 DIRECTORATE OF NETWORK OPERATIONS DEPT 3180, 8899 EAST 56TH STREET INDIANAPOLIS IN 46249-3180	CODE HQ0105	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
-----------------------------------	---------------	---	----------------	---

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1			

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA TEL: 410-278-0872 EMAIL: Susan.Greider@us.army.mil BY: SUSAN A. GREIDER	<i>Susan A. Greider</i> CONTRACTING / ORDERING OFFICER	25. TOTAL	\$8,501,848.80
			26. DIFFERENCES	

27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------------------	---

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY
36. I certify this account is correct and proper for payment.			33. AMOUNT VERIFIED CORRECT FOR

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
-----------------	-----------------	---------------------------------	----------------------	---------------------	---------------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AA	Professional Services		Lot		\$1,617,150.53

CPFF

In accordance with attached Statement of Objectives (SOO) paragraphs A.1 "Provide Program and Project Management Services," A.5 "Provide Information Assurance Services," A.6 "Provide Acquisition Management Services," and A.7 "Provide End-User Training Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part C. JEMS Program and Project Management Services Objectives, SOO part D.3. Provide Information Assurance Services, D.4 Provide Acquisition and Management Services and D.5 Provide End-User Training Services) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0001 of W91CRB-07-R-0072. Full operational capability (FOC) of the JEMS is due no later than 12 months after the date of the contract.

FOB Destination

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR7M109X7559

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

(b) (4)

\$1,617,150.53

ACRN AA

\$1,617,150.53

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AB			Lot		\$2,852,281.60

Business Application Development Service

CPFF

In accordance with SOO paragraph A.2 "Provide Business Application Development Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part B. JEMS Development Services Objectives) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0002 of W91CRB-07-R-0072. Full operational capability (FOC) of the JEMS is due no later than 12 months after the date of the contract.

FOB Destination

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR7M109X7559

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

(b) (4)

\$2,852,281.60

ACRN AA

\$2,852,281.60

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AC			Lot		\$1,340,569.08

Hosting Services

CPFF

In accordance with SOO paragraphs A.4 "Provide Enterprise Services" and A.3 "Provide Service Desk Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part D.1 Provide Enterprise Services and D.2 Provide Service Desk Services) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0003 of W91CRB-07-R-0072. Full operational capability (FOC) of the JEMS is due no later than 12 months after the date of the contract.

FOB Destination

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR7M109X7559

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

(b) (4)

\$1,340,569.08

ACRN AA

\$1,340,569.08

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011AC	Software CPFF		Lot		\$1,700,818.83
	In accordance with attached Statement of Objectives and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0005 of W91CRB-07-R-0072. Full operational capability (FOC) of the JEMS is due no later than 12 months after the date of the contract.				
	FOB Destination				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: MIPR7M109X7559				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$1,700,818.83
	ACRN AA				\$1,700,818.83
	CIN: 00000000000000000000000000000000				

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	IT Solution Services CPFF		Lot		\$0.00
	In accordance with attached Statement of Objectives and SAIC's proposal dated 23 May 2008 (Solution 1).				
	FOB Destination				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AA OPTION	Professional Services CPFF		Lot		\$665,221.60

In accordance with attached Statement of Objectives (SOO) paragraphs A.1 "Provide Program and Project Management Services," A.5 "Provide Information Assurance Services," A.6 "Provide Acquisition Management Services," and A.7 "Provide End-User Training Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part C. JEMS Program and Project Management Services Objectives, SOO part D.3. Provide Information Assurance Services, D.4 Provide Acquisition and Management Services and D.5 Provide End-User Training Services.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0101 of W91CRB-07-R-0072.

FOB Destination

FOB: Destination

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

(b) (4)

\$665,221.60

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AB OPTION	Business Application Development Service CPFF		Lot		\$1,196,000.71

In accordance with SOO paragraph A.2 "Provide Business Application Development Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part B. JEMS Development Services Objectives.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0102 of W91CRB-07-R-0072.

FOB Destination

FOB: Destination

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

(b) (4)

\$1,196,000.71

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AC OPTION	Hosting Services CPFF		Lot		\$600,393.66
	<p>In accordance with SOO paragraphs A.4 "Provide Enterprise Services" and A.3 "Provide Service Desk Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part D.1 Provide Enterprise Services and D.2 Provide Service Desk Services.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0103 of W91CRB-07-R-0072.</p> <p>FOB Destination FOB: Destination</p>				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$600,393.66

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AD OPTION	Transition CPFF		Lot		\$0.00
	<p>JEMS Transition in accordance with SOO paragraph A.8 "Provide Transition Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1). (Reference SOO part D.6 Provide Transition Services). This subCLIN represents CLIN 0104 of W91CRB-07-R-0072.</p> <p>Due to the developmental nature of this effort, insufficient details exist to accurately estimate the cost to transition the JEMS, therefore, the cost and delivery schedule of this Option CLIN shall be negotiated prior to it being exercised.</p> <p>FOB Destination FOB: Destination</p>				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011 OPTION	Other Direct Cost CPFF		Lot		\$0.00
	In accordance with attached Statement of Objectives and SAIC's proposal dated 23 May 2008 (Solution 1).				
	FOB Destination				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011AA OPTION	Software CPFF		Lot		\$324,339.64
	In accordance with attached Statement of Objectives and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0105 of W91CRB-07-R-0072.				
	FOB Destination				
	FOB: Destination				
				ESTIMATED COST	(b) (4)
				FIXED FEE	(b) (4)
				TOTAL EST COST + FEE	<u>\$324,339.64</u>

Section C - Descriptions and Specifications

STATEMENT OF OBJECTIVES**STATEMENT OF OBJECTIVES****Dated 20 September 2007**

The Joint Improvised Explosive Device Defeat Organization (JIEDDO) has a need for a system which will integrate their people, processes, and technology into an agile, process-managed, net-centric, service-oriented, collaborative, and expandable environment to more effectively and efficiently execute its mission. This "To-Be" environment is referred to as the **JIEDDO Enterprise Management System (JEMS)**. JIEDDO is seeking an IT Service Management Prime Contractor to provide a FISMA-compliant, currently operational hosting facility and the Program and Project Management, Application Development, Hosting, Operation, Information Assurance (IA), Acquisition, and Training services required to design, implement, operate and maintain the JEMS. The foundational components of JEMS must orchestrate and support the execution of two critical JIEDDO business processes: the JIEDDO Staff Action workflow and the JIEDDO Capabilities and Acquisition Management Process (JCAAMP). JIEDDO desires to purchase all required software and lease with option to purchase (LWOP) all required hardware but encourages offerors to submit other innovative technical approaches and cost alternatives. To ensure service provider portability, the JEMS service provider shall, when directed, provide a Transition Service to plan and execute the controlled, formal turnover of all JEMS documentation, custom software source code, hardware and software configuration files and Government property to a receiver designated by the Government. The items provided shall be sufficient for the designated receiver to stand-up, operate and maintain the JEMS with minimal user impact. A graphical depiction of the desired services and a corresponding text description report is provided in JEMS Support Service Requirements (RFP Section C Tab D). Specific JEMS program objectives are outlined below.

A. JEMS Overall Program Objectives.

1. Agile. The JEMS shall provide the agility to quickly respond to business process changes (policy, people, IT systems) without extensive and complex code changes and testing. All components of the JEMS shall interoperate in a manner seamless and transparent to end users.
2. Process-Managed. The JEMS shall provide the ability to orchestrate critical JIEDDO business processes that cut across functional and organizational boundaries, providing real-time (while the process is executing) monitoring and management as well as recording critical process variables for later off-line analysis. Configurable, dynamic executive-level and management-level dashboards and reports of process performance shall be provided. Orchestration is the automated management of a business process--automated prompting of people and systems to do their specialized work; measuring what people and systems do; interpreting, translating and routing information; time management; resource allocation, etc.
3. Net-Centric. The JEMS shall provide the ability to discover, expose, share and re-use existing JIEDDO content and data among authorized, authenticated individuals and systems located anywhere on the DoD Global Information Grid (GIG), specifically on the SIPRNET in the initial iteration. The JEMS shall also provide the ability to discover, retrieve and utilize data and information exposed from non-JIEDDO repositories located anywhere on the GIG, specifically the SIPRNET in the initial iteration. The JEMS shall incorporate metadata, security mechanisms, and policies to safeguard JIEDDO-provided data and information from disclosure to unauthorized recipients.

4. **Service-Oriented.** The JEMS design shall facilitate reusability and interoperability by providing a service layer as a programmatic interface to all IT functionality. Orchestrated JIEDDO business processes shall be implemented as IT-provided Business Services which are executed in response to a programmatic request from an internal or external customer. Each Business Service shall in turn seamlessly incorporate other JIEDDO and non-JIEDDO provided IT-functionality in the form of services performing specialized sub-processes and tasks, e.g. a data retrieval service from a financial database. Where feasible all application-to-application interfaces (whether between internal JEMS applications or with external applications) shall be via reliable, asynchronous, messaging-based service interfaces. This does not prevent using any non-service interfaces (e.g. pre-existing commercial COTS-to-COTS integration components). The intent, however, is to maximize interoperability, reusability and flexibility and explicitly identify component-to-component dependencies by maximizing the use of implementation-independent asynchronous services wherever feasible and practical.

5. **Collaborative.** The JEMS shall provide the ability for designated and ad-hoc teams of people to cooperatively interact and work together across the network to achieve a common desired outcome. Collaborative features and events (beyond only e-mail) shall be routinely incorporated into planned and ad-hoc orchestrated workflows. Collaborative events will include threaded group discussions, polls/questionnaires, blogs, wiki's and real-time virtual meetings. Team-workspaces shall be provided to facilitate sharing and collaboration of team-related information and documents.

6. **Expandable.** The JEMS design shall be able to easily accommodate additional functionality (additional orchestrated business processes, services, and specialized IT functions) and users. The initial iteration of the JEMS shall include the components required to implement the requirements specified in the Staff Action Service System Requirements Specification (SRS) and the JCAAMP Service SRS.

7. **Scalable.** The JEMS design must be scalable to accommodate future growth. For planning purposes, the Offeror may assume JEMS will initially support 600 total users with 250 concurrent users.

8. **Portable.** To ensure service provider portability, the JEMS service provider shall, when directed, provide a Transition Service to plan and execute the controlled, formal turnover of all JEMS documentation, custom software source code, hardware and software configuration files and Government property to a receiver designated by the Government. The items provided shall be sufficient for the designated receiver to stand-up, operate and maintain the JEMS.

9. **High Quality and Value.** The JEMS services provider shall provide high-quality, high value IT services (infrastructure, development, operations) responsive to customer (end-user and stakeholder) needs. The JEMS service provider shall incorporate the Information Technology Infrastructure Library (ITIL) framework of management best practices into their management processes wherever feasible.

B. JEMS Development Services Objectives. JIEDDO seeks an IT Service Management Prime Contractor to provide Business Application Support, Database Application Support, Web Site Support and Testing Services to design, develop, test and maintain the software components that will deliver IT-provided Business Services to critical JIEDDO business processes. Each Business Service will consist of a specific configuration of Commercial Off-The-Shelf (COTS), Non-Developmental Item (NDI), and custom components that are executed in response to a programmatic request from an internal or external customer. The objectives of the vendor-provided Development Services are to:

1. Design, develop, test, and maintain the Staff Action and JCAAMP Business Services that satisfy the requirements specified in the Staff Action Service SRS and JCAAMP Service SRS documents. Each SRS is an evolving document that will be tailored as the system design matures.
2. Implement a design that facilitates rapid modifications to business services in response to policy, process, people and IT changes. Agility through loose coupling between IT components is an important objective. The JEMS design shall include open standards and open architectures wherever possible to facilitate agility and expandability.
3. Implement a design that is supportable throughout the system's projected life. The design of the fielded system shall be documented so the Government or another contractor could assume responsibility for system operation and maintenance if necessary.
4. Implement a design that incorporates the availability, integrity and confidentiality controls for a Mission Assurance Category II system with confidentiality level Classified (MAC II, Classified) as specified in Attachments A2 and A4 of DoDI 8500.2.
5. Implement a design that makes maximum use of market-proven commercial products and NDI. The order of preference for products is: (1) Commercial products, (2) NDI.
6. Create and maintain a project culture and environment that embraces the values and principals of agile development as summarized by the Manifesto for Agile Software Development.¹ Implement a formal agile design, development, testing, implementation and project management methodology incorporating recognized agile practices such as Simple Design, Test Driven Development, Build Automation, Continuous Planning, etc. Deliver customer-identified features into production in 30-day development iterations.
7. Plan and implement a robust and disciplined component, sub-system, and system-level test and evaluation program to validate that the delivered system will meet Government defined metrics and to verify the system design and implementation for each major review. Testing will include functional, performance and usability tests. Performance testing will be performed early in the development process to validate the capability of the design to satisfy performance requirements.
8. Meet the Net-Ready Key Performance Parameter (NR-KPP).
 - a. Comply with the DoD Net-centric Operations and Warfare Reference Model (NCOW RM) through:
 - 1) Use of NCOW RM definitions and vocabulary in documentation.
 - 2) Incorporation of NCOW RM Operational View capabilities and services in the materiel solution.
 - 3) Incorporation of NCOW RM Technical Standards View (TV) Information Technology and National Security Systems standards in the TV products developed for the materiel solution.
 - b. Identify and comply with applicable Global Information Grid (GIG) Key Interface Profiles (KIPs).

¹ "The Agile Manifesto." Available at <http://www.agilemanifesto.org>

C. JEMS Program and Project Management Services Objectives. The JIEDDO JEMS Program Management Office (PMO) seeks an IT Service Management Prime Contractor to provide Program Management and Project Management services that will deliver JEMS services that satisfy cost, schedule, and performance requirements. The objectives of the vendor-provided Program and Project Management services are to:

1. Develop, monitor, and manage the execution of overall program and individual project schedules and milestones to deliver services in accordance with (IAW) JIEDDO's desired schedule objectives.

a. Deliver customer-identified features into production in 30-day development iterations. Provide end-users an Initial Operating Capability (IOC) as early as possible.

b. Functionality delivery priority should be consistent with its value as identified by the customer or as stated in the SRS and summarized below. The functionality of highest value is as follows:

1) Collaboration Tools. Collaborative tools (team workspaces, threaded discussions, real-time virtual meetings) with which to conduct and coordinate group projects associated with Staff Actions and JCAAMP Initiatives.

2) Records Management. Identify, classify, archive, preserve, and destroy records in accordance with ISO 15489.

3) C-IED Initiative Portfolio Management. Provide the means to manage the portfolio(s) of funded and proposed C-IED initiatives to optimize overall performance and align with strategic objectives. Provide a big-picture view of all initiatives in the decision and execution/implementation streams.

4) Workflow Process Orchestration. Automate the management (orchestration) of the Staff Action Service Process and the JCAAMP to provide status and performance metrics. The agency encourages the vendor to achieve high level process orchestration as soon as possible with further refinements over time until satisfying all stated requirements.

5) Real-time process monitoring. Provide tailored, automated, online executive-level dashboards and detailed reports of Staff Action and JCAAMP Initiatives status.

6) Document Management. Provide access and versioning controls critical during collaborative working sessions and reviews.

7) Document Vetting and Approval Workflow. Provide control and traceability of documents during review and approval routing.

8) Information Re-use. Capture, classification, storage, search, retrieval, re-use and re-purposing of information to reduce duplication of effort.

9) Automated monitoring of JIEDDO funding dispositions (commitments, obligations, disbursements). Provide up-to-date financial information on all JIEDDO-managed projects and programs, especially JCAAMP initiatives.

2. Develop, execute, monitor and manage overall program and individual project implementation plans using measurable, auditable and performance-based business processes.

3. Assign, manage and monitor the personnel resources necessary to provide program and project services.
4. Estimate, execute and manage the financial resources necessary to provide program and project services.
5. Identify, manage and report program and project cost, schedule and performance risks. Identify risks, assess impact and probability, develop and implement risk mitigation plan.
6. Develop and incorporate documented, measurable, and auditable Quality Assurance (QA) mechanisms into all provided services.
7. Document quality requirements with Service Level Agreements (SLA). Develop and propose measurable SLAs for all services. For each service define: service level; service description; availability, reliability and response thresholds; customer responsibilities; cost; monitoring mechanism; collection frequency and reporting frequency. Include cost, schedule, performance, and risk metrics in services where applicable.
8. Provide accurate, timely, official program and project status information.
 - a. Measure and report service metrics against the approved SLA.
 - b. Provide on-line service monitoring, availability and monthly performance reporting for each service.
9. Implement an integrated JEMS program organizational structure with clearly-defined, jointly-developed roles and responsibilities that supports the shared Government/Contractor responsibility for JEMS program success. This structure should include, but is not be limited to:
 - a. Government-led, vendor-administered Integrated Product Teams (IPTs).
 - b. Configuration Management governance bodies (e.g. Configuration Control Board).
10. Propose a Contract Data Requirements List (CDRL) and deliver the documentation and data necessary for the Government/Contractor JEMS program team to successfully accomplish and achieve the objectives in this SOO. The JIEDDO is especially interested in the documentation and data that will be required to successfully support:
 - a. JEMS Information Assurance (IA) security Certification and Accreditation (C&A).
 - b. JEMS End-User Training: Initial, New User, and Refresher (sustaining).
 - c. JEMS end-user aids that will enable users to effectively and efficiently (easily) use JEMS to perform daily work functions and enable the accomplishment of the JIEDDO mission.
11. Make optimum use of electronic technologies to minimize paper copies of program information generated throughout the life of this contract.

D. Other JEMS Support Services Objectives. The JEMS Program Management Office (PMO) seeks a Services Prime Contractor to provide the following other IT Service Management services to enable the operation, maintenance and security of the JEMS.

1. Provide Enterprise Services. Provide the operations and physical services required to conform to MAC II requirements for classified information. Provide a FISMA-compliant operational hosting facility.

a. Provide Support Operations Services such as Web Administration, Server Software Management, Anti-virus, NIPRNET and SIPRNET access, Backup and Recovery services.

b. Provide Server Operations Services such as Server System Administration, Server Operations Management, and JEMS Continuity Of Operations Plan (COOP).

c. Provide Secure Physical Facility Services. Provide a currently operational, FISMA-compliant hosting facility house/host JEMS system components; includes physical security controls.

2. Provide Service Desk Services. Provide a single focal point for customers to report problems with JEMS services and to receive change requests. Provide Tier I, II, and III Technical Support. Keep customers informed of incident resolution status and solicit customer feedback on service adequacy.

3. Provide Information Assurance (IA) Services. Prepare all Certification & Accreditation (C&A) documentation for JEMS, provide guidance and assistance to obtain Designated Approval Authority (DAA) approval, ensure all domain servers and services are properly accredited by the DAA and maintained up-to-date. Provide Vulnerability Analysis and Information Assurance Vulnerability Alert (IAVA) compliance.

4. Provide Acquisition and Management Services.

a. Acquire required products and services to meet JEMS requirements. Manage and administer JEMS software license agreements. Manage the inventory, allocation and delivery of IT assets acquired for JEMS.

b. Provide JEMS Asset Management. Provide lifecycle replacement of customer hardware. Provide property and software accountability. Maintain an inventory of spare parts for all major assets. Maintain accounting of spare parts received and issued. Provide contracts management: maintain copies of warranties, coordinate warranty service with vendors, identify and report warranty trends.

c. Provide JEMS Configuration Management. Provide configuration identification, control, status accounting and audit of hardware, software and documentation. Develop, administer, and maintain policies, procedures, and tools for configuration management use. Provide configuration management for business applications (including orchestrated business processes and services), web sites, and databases to ensure the integrity, availability, and responsiveness of user support systems. Manage Change Requests.

5. Provide End-User Training Services. Provide training on standard and unique applications to JEMS end-users as required. Provide instruction via classroom and Computer-Based Training (CBT).

a. Provide Initial User Training as an integral part of the fielding of each increment of JEMS user functionality (every 30 days).

b. Provide New User Training for newly-assigned JIEDDO personnel.

c. Provide Refresher Training for JIEDDO personnel who have previously participated in New User Training and/or Initial User Training who want to improve their ability to use JEMS.

6. Provide Transition Services. When directed, the vendor shall plan and execute the controlled, formal turnover of all JEMS documentation, custom software source code, hardware and software configuration files and Government property to a receiver designated by the Government. The items shall be sufficient for the designated receiver to stand-up, operate and maintain the JEMS. Documentation shall include appropriate DoDAF-compliant diagrams and other industry-standard documentation as needed to ensure the follow-on vendor can provide at least the same level of services. The vendor shall provide other industry-standard documentation of interfaces (e.g., Web Services Description Language) of the fielded JEMS so the Government or another contractor could assume responsibility for system operation and maintenance if necessary.

E. Contractor Manpower Reporting

The contractor shall report all contractor manpower (including subcontractor manpower) required for performance of this contract using the format provided at the following web address: <https://contractormanpower.army.pentagon.mil>. The contractor shall include the following:

- (a) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative
- (b) Contract number, including task and delivery order number
- (c) Beginning and ending dates covered by reporting period
- (d) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data
- (e) Estimated direct labor hours (including subcontractors)
- (f) Estimated direct labor hours paid this reporting period (including subcontractors)
- (g) Total payments (including subcontractors)
- (h) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different)
- (i) Estimated data collection cost
- (j) Organizational title associated with the Unique Identification Code (UIC) for the Army Requiring Activity. (The Army requiring activity is responsible for providing the contractor with its UIC for the purposes of reporting this information.)
- (k) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on the website)
- (l) Presence of deployment or contingency contract language
- (m) Number of contractor and subcontractor employees deployed in theater this reporting period (by country)

The contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting period shall be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

The contractor may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's system to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
3003	Destination	Government	Destination	Government
3003AA	Destination	Government	Destination	Government
3003AB	Destination	Government	Destination	Government
3003AC	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
3011AA	Destination	Government	Destination	Government
3011AC	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4003AA	Destination	Government	Destination	Government
4003AB	Destination	Government	Destination	Government
4003AC	Destination	Government	Destination	Government
4003AD	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4011AA	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
3003	11-AUG-2009		SEE SCHEDULE MD FOB: Destination	SCHED
3003AA	11-AUG-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
3003AB	11-AUG-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
3003AC	11-AUG-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
3011	11-AUG-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
3011AA	11-AUG-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
3011AC	11-AUG-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
4003	11-FEB-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
4003AA	11-FEB-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
4003AB	11-FEB-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
4003AC	11-FEB-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
4003AD	11-FEB-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
4011	11-FEB-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
4011AA	11-FEB-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED

Section H - Special Contract Requirements

CONFLICT OF INTEREST**H.25. CONFLICT OF INTEREST**

The contractor acknowledges that it is familiar with FAR 9.5 and agrees that it will avoid conflicts of interest and, to the maximum possible extent, the appearance of conflict of interest, in accordance with the principles set forth in the FAR.

The contractor agrees, with respect to performance of this contract to abide by the following Conflict of Interest Provision.

Proprietary Data Exclusions

(a) If performance requires the contractor to obtain data from another firm or data from another firm via Government channels which is considered proprietary, the contractor shall agree in writing with such other firms to protect such data from unauthorized use or disclosure until it is no longer considered proprietary. Once copy of such agreement shall be provided to the Contracting Officer no later than thirty days after its execution.

(b) If performance requires the contractor to obtain data from another firm which is considered proprietary, the contractor shall not utilize such data in supplying the systems or components thereof either by prime or subcontract, with the Government, the prime contractor, or any level of subcontractor.

(c) For the purpose of this clause, proprietary data does not include data which is (i) known to the receiving party at the time of disclosure, (ii) in the public domain, or (iii) disclosed to the contractor from another source without violation of the agreement required by subparagraph (a) above.

Performance Exclusions

(a) If performance of any effort requires the contractor to supply technical support for systems or projects with which the contractor is already directly concerned, either by prime or subcontract, with either another firm or the Government, including, and particularly, the cognizant DoD Program or Project Manager, the contractor shall so immediately inform the Contracting Officer. The specific effort may be withdrawn in writing at the discretion of the Contracting Officer without recourse by the contractor. Such withdrawal shall be final and not subject to the "Disputes" (FAR 52.233-1) clause of any resulting contract.

(b) Further to subparagraph (a), above, the contractor shall not undertake performance of any effort which requires it to supply technical support regarding such systems until the notice required by subparagraph (a) is given, and written consent to proceed is issued by the Contracting Officer.

(c) Failure of the Contractor to provide the notice required by subparagraph (a) may result in contract termination. If the contracting Officer is made aware that the contractor should have withdrawn, such withdrawal shall be final and not subject to the "Disputes" clause of this contract.

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.207-5	Option To Purchase Equipment	FEB 1995
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-11	Ozone-Depleting Substances	MAY 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995

CLAUSES INCORPORATED BY FULL TEXT

AMCAC 52.0204-4001, IDENTIFICATION OF OZONE DEPLETING SUBSTANCES (OCT 1999)

a. The following required Class I Ozone Depleting Substances (ODS) have been identified and approved for use under performance of any resultant contract.

(x) None.

() (List any approved ODS requirements): _____

b. If during performance of the contract, an approved Class I ODS is discovered, the contractor is encouraged to notify the contracting officer immediately.

c. The ODS restrictions apply to subcontracts as well.

AMCAC 52.0204-4002, CLASS I OZONE DEPLETING SUBSTANCES (OCT 1999)

a. Per Section 326 of Public Law 102-484, effective 1 Jun 93, specifications and standards cannot require the use of Class I ozone depleting substances (ODS) without approval. There are some cases where a specification or standard allows the use of an ODS, but does not specifically require its use. A situation of this type does not require substitution under the law.

b. If this requirement allows, but does not require, the use of a Class I ODS, although it is not mandatory for the contractor to use a non-ODS substance, the contractor is encouraged to give preference to using the non-ODS choice.

AMCAC 52.0223-4001, OSHA STANDARDS (OCT 1999)

Contractor must comply with all applicable OSHA standards.

AMCAC 52.0237-4004, IDENTIFICATION OF CONTRACTOR EMPLOYEES (NOV 2006)

a. All contractor employees shall be identified as such by wearing badges at all times while

performing work at this Government facility and when performing work for the Government under the scope of this contract at other installations or non-government sites to include attendance at meetings, seminars, etc. The badges may be either affixed to clothing or be displayed from a chain or other mechanism worn around the neck. Badges must include contractor's company name and employee's name. The badges shall be colored white with black lettering and a minimum badge size of 1.5 inches tall by 3 inches long. A company logo may be placed on the badge, at the company's discretion. No other items may be placed on the badge.

- b. Contractor workspace (office, laboratory, desk) shall contain a sign signifying the space is occupied by "contractor employee(s)" to ensure that Federal employees and the public know that they are not Federal employees. Coordinate location with the COR.
- c. Contractor employees shall initially identify themselves by name and company affiliation when answering the telephone, presenting briefings, conducting or attending meetings/seminars or any other situations where their contractor status is not obvious.
- d. All contractor correspondence (written, facsimile, and email display) shall include their company name, and any other documents or reports produced by contractors are identified as contractor products or contractor participation is disclosed.

AMCAC 52.0242-4003, GOVERNMENT-CONTRACTOR RELATIONSHIPS (SEP 1999)

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

- (1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.
- (2) be placed in a staff or policymaking position.
- (3) be placed in a position of command, supervision, administration or control over DA Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.
- (4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or the Civil Service Commission.
- (5) be used in administration or supervision of military procurement activities.

c. Employee Relationship:


- (1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.
- (2) Rules, regulations, directions, and requirements that are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of

Government control that is inconsistent with a non-personal services contract.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 11	DD Form 254		15-AUG-2007

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 28-Aug-2008	4. REQUISITION/PURCHASE REQ. NO. MIPR7M109X7559		5. PROJECT NO.(If applicable)
6. ISSUED BY US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) DCMA SAN DIEGO - S0514A 7675 DAGGET ST SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DRIVE BUILDING C MAIL STOP F3 SAN DIEGO CA 92121-1578			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-06-D-0016-BM01	
			X 10B. DATED (SEE ITEM 13) 11-Aug-2008	
CODE OT5L1	FACILITY CODE OT5L1			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: akelly082573 Modification Obligation Amount: \$0.00 The purpose of this modification is to: 1.) Change Block 7 from RDECOM-AC (W91CRB) to DCMA San Diego (S0514A). 2.) Change Block 15 from DFAS Indianapolis to DFAS Columbus Center (HQ0339). 3.) Add the "WAWF Instruction" clause and FAR Clause 252.232-7003 to Section I. 4.) Replace the existing DD254 with Amend 1 dated 20 August 2008.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID E. HACKETT / CONTRACT SPECIALIST TEL: 410-278-2476 EMAIL: david.hackett1@us.army.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 18-Sep-2008 (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

SUMMARY OF CHANGES

Block 7 "Administered by" has changed from:

US Army RDECOM ACQ CTR-W91CRB
4118 Susquehanna Avenue
Aberdeen Proving Ground, MD 21005-3013

TO:

DCMA San Diego-S0514A
7675 Dagget Street, Suite 200
San Diego, CA 92111-2241

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from

DFAS INDIANAPOLIS CENTER - HQ0105
DIRECTORATE OF NETWORK OPERATIONS
DEPT 3180, 8899 EAST 56TH STREET
INDIANAPOLIS IN 46249-3180

to

DFAS - COLUMBUS CENTER WEST - HQ0339
WEST ENTITLEMENT OPERATIONS
PO BOX 182381
COLUMBUS OH 43218-2381

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

52.0000-4955 WIDE AREA WORKFLOW (WAWF) INFORMATION/INSTRUCTIONS (13 February 2008)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", RDECOM Acquisition Centers use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track invoices and receipt/acceptance documents electronically.

The contractor is required to use WAWF-RA when processing invoices and receiving reports under this order. Submission of hard copy DD250/invoices will no longer be accepted for payment.

The contractor shall register to use WAWF-RA at <https://wawf.eb.mil>. There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/>

IMPORTANT INFORMATION:

Please submit your invoice/receiving report in WAWF when you ship your items. We have nothing to receive your shipment against if the information has not been submitted in WAWF when your delivery arrives.

Include the Purchase Request Number in the Line Item Description. You will find it under the Line Item Description on this order.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES THROUGH WAWF.

Invoice and Receiving Report Combo (Supplies, OR Supplies And FFP Services)

Invoice as 2-in-1 (Services Only)

Cost Voucher (all Cost or T&M)

If none of the above apply call 1-800-559-WAWF (9293)

Vendor Cage Code: 0T5L1

Pay DoDAAC: HQ0339

Issue Office DoDAAC: W91CRB

Admin DoDAAC: S0514A

Ship To DoDAAC: W91X2A

WAWF will prompt asking for "additional e-mail submission" after clicking "SIGNATURE". Enter the following e-mail addresses to expedite the routing process of the invoice.

(b) (6)

The paying office DoDAAC and mailing address will be located on the front of your award. You can track your payment information on the DFAS website at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>. Your purchase order/contract number or invoice will be required to inquire about status of your payment.

Questions concerning payment should be directed to the payment office identified in the contract. Please have your Contract number and invoice ready when calling about payment status.

END OF STATEMENT

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 11	DD Form 254		15-AUG-2007

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254 Amend 01		27-AUG-2008

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			U	1	13
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 10-Aug-2009	4. REQUISITION/PURCHASE REQ. NO. MIPR7M109X7559		5. PROJECT NO.(if applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DRIVE BUILDING C MAIL STOP F3 SAN DIEGO CA 92121-1578			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-06-D-0016-BMD1	
			X	10B. DATED (SEE ITEM 13) 11-Aug-2008	
CODE 0T5L1	FACILITY CODE 0T5L1				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 16.505(b)(2)(i)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hacketde092623 Obligation Amount: \$7,430,873.75 The purpose of this modification is to: 1.) Add CLIN 3012 2.) To change the period of performance of CLINs 4003 and 4011. 3.) Replace the existing Statement of Objectives (SOO) with the SOO dated 10 August 2009.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			GREGORY M. WAGENKNECHT / CONTRACT SPECIALIST TEL: 410-278-0709 EMAIL: gregory.wagenknecht@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <u>Gregory M. Wagenknecht</u>		10-Aug-2009
				(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been deleted:
SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$7,430,873.75 from \$8,501,848.80 to \$15,932,722.55.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 4003

The CLIN extended description has changed from In accordance with attached Statement of Objectives and SAIC's proposal dated 23 May 2008 (Solution 1).FOB Destination to In accordance with attached Statement of Objectives dated 10 August 2009 and SAIC's proposal dated 23 May 2008 (Solution 1).FOB Destination.

SUBCLIN 4003AA

The CLIN extended description has changed from In accordance with attached Statement of Objectives (SOO) paragraphs A.1 "Provide Program and Project Management Services," A.5 "Provide Information Assurance Services," A.6 "Provide Acquisition Management Services," and A.7 "Provide End-User Training Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part C. JEMS Program and Project Management Services Objectives, SOO part D.3. Provide Information Assurance Services, D.4 Provide Acquisition and Management Services and D.5 Provide End-User Training Services.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0101 of W91CRB-07-R-0072.FOB Destination to In accordance with attached Statement of Objectives (SOO) dated 10 August 2009 paragraphs A.1 "Provide Program and Project Management Services," A.5 "Provide Information Assurance Services," A.6 "Provide Acquisition Management Services," and A.7 "Provide End-User Training Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part C. JEMS Program and Project Management Services Objectives, SOO part D.3. Provide Information Assurance Services, D.4 Provide Acquisition and Management Services and D.5 Provide End-User Training Services.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0101 of W91CRB-07-R-0072.FOB Destination.

SUBCLIN 4003AB

The CLIN extended description has changed from In accordance with SOO paragraph A.2 "Provide Business Application Development Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part B. JEMS Development Services Objectives.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0102 of W91CRB-07-R-0072.FOB Destination to In accordance with SOO dated 10 August 2009 paragraph A.2 "Provide Business Application Development Services" in the "IT Services to be Provided by the JEMS Support

Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part B. JEMS Development Services Objectives.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0102 of W91CRB-07-R-0072.FOB Destination.

SUBCLIN 4003AC

The CLIN extended description has changed from In accordance with SOO paragraphs A.4 "Provide Enterprise Services" and A.3 "Provide Service Desk Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part D.1 Provide Enterprise Services and D.2 Provide Service Desk Services.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0103 of W91CRB-07-R-0072.FOB Destination to In accordance with SOO dated 10 August 2009 paragraphs A.4 "Provide Enterprise Services" and A.3 "Provide Service Desk Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part D.1 Provide Enterprise Services and D.2 Provide Service Desk Services.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0103 of W91CRB-07-R-0072.FOB Destination.

SUBCLIN 4003AD

The CLIN extended description has changed from JEMS Transition in accordance with SOO paragraph A.8 "Provide Transition Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1). (Reference SOO part D.6 Provide Transition Services). This subCLIN represents CLIN 0104 of W91CRB-07-R-0072.Due to the developmental nature of this effort, insufficient details exist to accurately estimate the cost to transition the JEMS, therefore, the cost and delivery schedule of this Option CLIN shall be negotiated prior to it being exercised.FOB Destination to JEMS Transition in accordance with SOO dated 10 August 2009 paragraph A.8 "Provide Transition Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1). (Reference SOO part D.6 Provide Transition Services). This subCLIN represents CLIN 0104 of W91CRB-07-R-0072.Due to the developmental nature of this effort, insufficient details exist to accurately estimate the cost to transition the JEMS, therefore, the cost and delivery schedule of this Option CLIN shall be negotiated prior to it being exercised.FOB Destination.

CLIN 4011

The CLIN extended description has changed from In accordance with attached Statement of Objectives and SAIC's proposal dated 23 May 2008 (Solution 1).FOB Destination to In accordance with attached Statement of Objectives dated 10 August 2009 and SAIC's proposal dated 23 May 2008 (Solution 1).FOB Destination.

SUBCLIN 4011AA

The CLIN extended description has changed from In accordance with attached Statement of Objectives and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0105 of W91CRB-07-R-0072.FOB Destination to In accordance with attached Statement of Objectives dated 10 August 2009 and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0105 of W91CRB-07-R-0072.FOB Destination.

CLIN 3012 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012	JEMS Development Extension CPFF		Lot		\$7,430,873.75
	In accordance with the Statement of Objectives dated 10 August 2009 and SAIC's proposal dated 10 July 2009 and its Revision 1 dated 23 July 2009. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$7,430,873.75
	ACRN AB				\$7,430,873.75
	CIN: 00000000000000000000000000000000				

(b) (4)

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
STATEMENT OF OBJECTIVES

STATEMENT OF OBJECTIVES
Dated 10 August 2009

The Joint Improvised Explosive Device Defeat Organization (JIEDDO) has a need for a system which will integrate their people, processes, and technology into an agile, process-managed, net-centric, service-oriented, collaborative, and expandable environment to more effectively and efficiently execute its mission. This "To-Be" environment is referred to as the **JIEDDO Enterprise Management System (JEMS)**. JIEDDO is seeking an IT Service Management Prime Contractor to provide a FISMA-compliant, currently operational hosting facility and the Program and Project Management, Application Development, Hosting, Operation, Information Assurance (IA), Acquisition, and Training services required to design, implement, operate and maintain the JEMS. The foundational components of JEMS must orchestrate and support the execution of two critical JIEDDO business processes: the JIEDDO Staff Action workflow and the JIEDDO Capabilities and Acquisition Management Process (JCAAMP). JIEDDO desires to purchase all required software and all required hardware. To ensure service provider portability, the JEMS service provider shall, when directed, provide a Transition Service to plan and execute the controlled, formal turnover of all JEMS documentation, custom software source code, hardware and software configuration files and Government property to a receiver designated by the Government. The items provided shall be sufficient for the designated receiver to stand-up, operate and maintain the JEMS with minimal user impact. Specific JEMS program objectives are outlined below.

A. JEMS Overall Program Objectives.

1. Agile. The JEMS shall provide the agility to quickly respond to business process changes (policy, people, IT systems) without extensive and complex code changes and testing. All components of the JEMS shall interoperate in a manner seamless and transparent to end users.

2. **Process-Managed.** The JEMS shall provide the ability to orchestrate critical JIEDDO business processes that cut across functional and organizational boundaries, providing real-time (while the process is executing) monitoring and management as well as recording critical process variables for later off-line analysis. Configurable, dynamic executive-level and management-level dashboards and reports of process performance shall be provided. Orchestration is the automated management of a business process--automated prompting of people and systems to do their specialized work; measuring what people and systems do; interpreting, translating and routing information; time management; resource allocation, etc.

3. **Net-Centric.** The JEMS shall provide the ability to discover, expose, share and re-use existing JIEDDO content and data among authorized, authenticated individuals and systems located anywhere on the DoD Global Information Grid (GIG), specifically on the SIPRNET in the initial iteration. The JEMS shall also provide the ability to discover, retrieve and utilize data and information exposed from non-JIEDDO repositories located anywhere on the GIG, specifically the SIPRNET in the initial iteration. The JEMS shall incorporate metadata, security mechanisms, and policies to safeguard JIEDDO-provided data and information from disclosure to unauthorized recipients.

4. **Service-Oriented.** The JEMS design shall facilitate reusability and interoperability by providing a service layer as a programmatic interface to all IT functionality. Orchestrated JIEDDO business processes shall be implemented as IT-provided Business Services which are executed in response to a programmatic request from an internal or external customer. Each Business Service shall in turn seamlessly incorporate other JIEDDO and non-JIEDDO provided IT-functionality in the form of services performing specialized sub-processes and tasks, e.g. a data retrieval service from a financial database. Where feasible all application-to-application interfaces (whether between internal JEMS applications or with external applications) shall be via reliable, asynchronous, messaging-based service interfaces. This does not prevent using any non-service interfaces (e.g. pre-existing commercial COTS-to-COTS integration components). The intent, however, is to maximize interoperability, reusability and flexibility and explicitly identify component-to-component dependencies by maximizing the use of implementation-independent asynchronous services wherever feasible and practical.

5. **Collaborative.** The JEMS shall provide the ability for designated and ad-hoc teams of people to cooperatively interact and work together across the network to achieve a common desired outcome. Collaborative features and events (beyond only e-mail) shall be routinely incorporated into planned and ad-hoc orchestrated workflows. Collaborative events will include threaded group discussions, polls/questionnaires, blogs, wiki's and real-time virtual meetings. Team-workspaces shall be provided to facilitate sharing and collaboration of team-related information and documents.

6. **Expandable.** The JEMS design shall be able to easily accommodate additional functionality (additional orchestrated business processes, services, and specialized IT functions) and users. The initial iteration of the JEMS shall include the components required to implement the requirements specified in the Staff Action Service System Requirements Specification (SRS) and the JCAAMP Service SRS.

7. **Scalable.** The JEMS design must be scalable to accommodate future growth. For planning purposes, the Offeror may assume JEMS will initially support 600 total users with 250 concurrent users.

8. **Portable.** To ensure service provider portability, the JEMS service provider shall, when directed, provide a Transition Service to plan and execute the controlled, formal turnover of all JEMS documentation, custom software source code, hardware and software configuration files and Government property to a receiver designated by the Government. The items provided shall be sufficient for the designated receiver to stand-up, operate and maintain the JEMS.

9. High Quality and Value. The JEMS services provider shall provide high-quality, high value IT services (infrastructure, development, operations) responsive to customer (end-user and stakeholder) needs. The JEMS service provider shall incorporate the Information Technology Infrastructure Library (ITIL) framework of management best practices into their management processes wherever feasible.

B. JEMS Development Services Objectives. JIEDDO seeks an IT Prime Contractor to provide Business Application Development and Support, Database Application Support, Web Site Support and Testing Services to design, develop, test and maintain the software components that will deliver Information Technology Business Services to critical JIEDDO business processes. This IT business environment will consist of a specific configuration of Commercial Off-The-Shelf (COTS), Non-Developmental Items (NDI), and custom components that are executed in response to a programmatic request from an internal or external customer. The objectives of the vendor-provided Development Services are to:

1. Design, develop, test, and maintain the Staff Action and JCAAMP modules that satisfy the requirements specified in the Staff Action Service Modules (SASM) and JCAAMP Master Capabilities Documents. Each Master Capability Document is an evolving document that will be tailored as the system design matures. Delivery of new JEMS functionality to satisfy business requirements will occur on a timeline of 90 to 120 day intervals.

2. Implement a design that facilitates rapid modifications to Staff Action and JCAAMP modules in response to policy, process, people and IT changes. The JEMS design shall include open standards and open architectures wherever possible to facilitate agility and expandability.

3. Implement a design that is supportable throughout the system's projected life. The design of the fielded system shall be documented so the Government or another contractor could assume responsibility for system operation and maintenance if necessary.

4. Implement a design that incorporates the availability, integrity and confidentiality controls for a Mission Assurance Category II system with confidentiality level Classified (MAC II, Classified) as specified in Attachments A2 and A4 of DoDI 8500.2.

5. Implement a design that makes maximum use of market-proven commercial products and NDI. The order of preference for products is: (1) Commercial products, (2) NDI.

6. Create and maintain a project culture and environment that embraces the values and principals of agile development.

7. Plan and implement a robust and disciplined component, sub-system, and system-level test and evaluation program to validate that the delivered system will meet Government defined metrics and to verify the system design and implementation for each major review. Testing will include functional, performance and usability tests. Performance testing will be performed early in the development process to validate the capability of the design to satisfy performance requirements.

8. Meet all applicable standards in agile Software Development for the Department of Defense and meet all compatibility and accreditation standards so as to minimize mission impact.

C. JEMS Program and Project Management Services Objectives. The JIEDDO JEMS Program Management Office (PMO) seeks an IT Service Management Prime Contractor to provide Program Management and Project Management services that will deliver the JEMS system so that it will satisfy

cost, schedule, and performance requirements. The objectives of the vendor-provided Program and Project Management services are to:

1. Develop, monitor, and manage the execution of overall program and individual project schedules and milestones to deliver services in accordance with (IAW) JIEDDO's desired schedule objectives.

a. Functionality delivery priority should be consistent with its value as identified by the customer or as stated in the Master Capabilities Documents and summarized below. The functionality of highest value is as follows:

1) C-IED Initiative Portfolio Management. Provide the means to manage the portfolio(s) of funded and proposed C-IED initiatives to optimize overall performance and align with strategic objectives. Provide a big-picture view of all initiatives in the decision and execution/implementation streams.

2) Workflow Process Orchestration. Automate the management (orchestration) of the Staff Action Service Process and the JCAAMP to provide status and performance metrics. The agency encourages the vendor to achieve high level process orchestration as soon as possible with further refinements over time until satisfying all stated requirements.

3) Real-time process monitoring. Provide tailored, automated, online executive-level dashboards and detailed reports of Staff Action and JCAAMP Initiatives status.

4) Document Management. Provide access and versioning controls critical during collaborative working sessions and reviews.

5) Document Vetting and Approval Workflow. Provide control and traceability of documents during review and approval routing.

6) Information Re-use. Capture, classification, storage, search, retrieval, re-use and re-purposing of information to reduce duplication of effort.

7) Automated monitoring of JIEDDO funding dispositions (commitments, obligations, disbursements). Provide up-to-date financial information on all JIEDDO-managed projects and programs, especially JCAAMP initiatives.

2. Develop, execute, monitor and manage overall program and individual project implementation plans using measurable, auditable and performance-based business processes.

3. Assign, manage and monitor the personnel resources necessary to provide program and project services.

4. Estimate, execute and manage the financial resources necessary to provide program and project services.

5. Identify, manage and report program and project cost, schedule and performance risks. Identify risks, assess impact and probability, develop and implement risk mitigation plan.

6. Develop and incorporate documented, measurable, and auditable Quality Assurance (QA) mechanisms into all provided services.

7. Provide accurate, timely, official program and project status information.
8. Implement an integrated JEMS program organizational structure with clearly-defined, jointly-developed roles and responsibilities that supports the shared Government/Contractor responsibility for JEMS program success. This structure should include, but is not be limited to:
 - a. Configuration Management governance bodies (e.g. Configuration Control Board).
9. Propose a Contract Data Requirements List (CDRL) and deliver the documentation and data necessary for the Government/Contractor JEMS program team to successfully accomplish and achieve the objectives in this SOO. The JIEDDO is especially interested in the documentation and data that will be required to successfully support:
 - a. JEMS Information Assurance (IA) security Certification and Accreditation (C&A).
 - b. JEMS End-User Training: Initial, New User, and Refresher (sustaining).
 - c. JEMS end-user aids that will enable users to effectively and efficiently (easily) use JEMS to perform daily work functions and enable the accomplishment of the JIEDDO mission.
 - d. Propose removal of original CDRL requirements to supply a second monthly progress report in order to reduce redundancy, as well as a service level performance report and service level agreements due to lack of relevancy.

D. Other JEMS Support Services Objectives. The JEMS Program Management Office (PMO) seeks a Services Prime Contractor to provide the following other IT Service Management services to enable the operation, maintenance and security of the JEMS.

1. Provide Service Desk Services. Provide a single focal point for customers to report problems with JEMS services and to receive change requests. Provide Tier I, II, and III Technical Support. Keep customers informed of incident resolution status and solicit customer feedback on service adequacy.
2. Provide Information Assurance (IA) Services. Prepare all Certification & Accreditation (C&A) documentation for JEMS, provide guidance and assistance to obtain Designated Approval Authority (DAA) approval, ensure all domain servers and services are properly accredited by the DAA and maintained up-to-date. Provide Vulnerability Analysis and Information Assurance Vulnerability Alert (IAVA) compliance.
3. Provide Acquisition and Management Services.
 - a. Acquire required products and services to meet JEMS requirements. Manage and administer JEMS software license agreements. Manage the inventory, allocation and delivery of IT assets acquired for JEMS.
 - b. Provide JEMS Asset Management. Provide lifecycle replacement of customer hardware. Provide property and software accountability. Maintain an inventory of spare parts for all major assets. Maintain accounting of spare parts received and issued. Provide contracts management: maintain copies of warranties, coordinate warranty service with vendors, identify and report warranty trends.

c. Provide JEMS Configuration Management. Provide configuration identification, control, status accounting and audit of hardware, software and documentation. Develop, administer, and maintain policies, procedures, and tools for configuration management use. Provide configuration management for business applications, web sites, and databases to ensure the integrity, availability, and responsiveness of user support systems. Manage Change Requests.

4. Provide End-User Training Services. Provide training on standard and unique applications to JEMS end-users as required. Contractor shall provide classroom, or desk-side instruction as needed. Contractor shall provide Computer-based Training (CBT) as needed, or an appropriate alternative, as required.

a. Provide Initial User Training as an integral part of the fielding of each increment of JEMS user functionality (every 30 days).

b. Provide New User Training for newly-assigned JIEDDO personnel.

c. Provide Refresher Training for JIEDDO personnel who have previously participated in New User Training and/or Initial User Training who want to improve their ability to use JEMS.

6. Provide Transition Services. When directed, the vendor shall plan and execute the controlled, formal turnover of all JEMS documentation, custom software source code, hardware and software configuration files and Government property to a receiver designated by the Government. The items shall be sufficient for the designated receiver to stand-up, operate and maintain the JEMS. Documentation shall include appropriate DoDAF-compliant diagrams and other industry-standard documentation as needed to ensure the follow-on vendor can provide at least the same level of services. The vendor shall provide other industry-standard documentation of interfaces (e.g., Web Services Description Language) of the fielded JEMS so the Government or another contractor could assume responsibility for system operation and maintenance if necessary.

E. Contractor Manpower Reporting

The contractor shall report all contractor manpower (including subcontractor manpower) required for performance of this contract using the format provided at the following web address: <https://contractormanpower.army.pentagon.mil>. The contractor shall include the following:

- (a) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative
- (b) Contract number, including task and delivery order number
- (c) Beginning and ending dates covered by reporting period
- (d) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data
- (e) Estimated direct labor hours (including subcontractors)
- (f) Estimated direct labor hours paid this reporting period (including subcontractors)
- (g) Total payments (including subcontractors)
- (h) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different)
- (i) Estimated data collection cost
- (j) Organizational title associated with the Unique Identification Code (UIC) for the Army Requiring Activity. (The Army requiring activity is responsible for providing the contractor with its UIC for the purposes of reporting this information.)

(k) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on the website

(l) Presence of deployment or contingency contract language

(m) Number of contractor and subcontractor employees deployed in theater this reporting period (by country)

The contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement ; this period shall be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

E. Clearance Level

This contract requires that the vendor be able to supply employees cleared up to the TS/SCI level. The DD254 for this contract will be written as such. Only a few teammates will require this clearance level, the majority of team members will only need a clearance to the level of Secret. Some highly specialized teammates, not working on customer site will not require a clearance at all, but must maintain a 'clearable' status.

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 3012:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 3012:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-AUG-2009 TO 10-AUG-2010	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
11-FEB-2010		SEE SCHEDULE MD FOB: Destination	SCHED

The following Delivery Schedule item has been added to CLIN 4003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

POP 11-AUG-2010 TO N/A N/A
10-FEB-2011 FOB: Destination

The following Delivery Schedule Item has been deleted from SUBCLIN 4003AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
11-FEB-2010		SEE SCHEDULE	SCHED
		. MD FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 4003AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-AUG-2010 TO 10-FEB-2011	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 4003AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
11-FEB-2010		SEE SCHEDULE	SCHED
		. MD FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 4003AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-AUG-2010 TO 10-FEB-2011	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 4003AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
11-FEB-2010		SEE SCHEDULE	SCHED
		. MD FOB: Destination	

The following Delivery Schedule item has been added to SUBCLIN 4003AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-AUG-2010 TO 10-FEB-2011	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 4003AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
11-FEB-2010		SEE SCHEDULE MD FOB: Destination	SCHED

The following Delivery Schedule item has been added to SUBCLIN 4003AD:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-AUG-2010 TO 10-FEB-2011	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from CLIN 4011:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
11-FEB-2010		SEE SCHEDULE MD FOB: Destination	SCHED

The following Delivery Schedule item has been added to CLIN 4011:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-AUG-2010 TO 10-FEB-2011	N/A	N/A FOB: Destination	

The following Delivery Schedule Item has been deleted from SUBCLIN 4011AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
11-FEB-2010		SEE SCHEDULE MD FOB: Destination	SCHED

The following Delivery Schedule item has been added to SUBCLIN 4011AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 11-AUG-2010 TO 10-FEB-2011	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$7,430,873.75 from \$8,501,848.80 to \$15,932,722.55.

CLIN 3012:

Funding on CLIN 3012 is initiated as follows:

ACRN: AB


CIN: 00000000000000000000000000000000

Acctng Data: 21920930000 5U-5U04 400000.00000 2512 JDJT MIPR9L457J7770 NSJ681 S12193

Increase: \$7,430,873.75

Total: \$7,430,873.75

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			U	1	4
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 12-Jan-2010	4. REQUISITION/PURCHASE REQ. NO. MIPR7M109X7559		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DR SAN DIEGO CA 92121-1522			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-06-D-0016-BM01	
			X	10B. DATED (SEE ITEM 13) 11-Aug-2008	
CODE 0T5L1	FACILITY CODE 0T5L1				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hacketde10121 Obligation Amount: \$0.00 The purpose of this modification is to: 1. Reallocate funding from SubCLINs 3011AA, 3003AA, 3003AC, and 3011AC to SubCLIN 3003AB and CLIN 3012. 2. Change the COR to (b) (6)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID E. HACKETT / CONTRACTING OFFICER TEL: 410-278-2476 EMAIL: david.hackett1@us.army.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 20-Jan-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 3003AA

The estimated/max cost has decreased by (b) (4)
The total cost of this line item has decreased by \$7,719.00 from \$1,617,150.53 to \$1,609,431.53.

SUBCLIN 3003AB

The estimated/max cost has increased by (b) (4)
The fixed fee has increased by (b) (4)
The total cost of this line item has increased by \$575,041.00 from \$2,852,281.60 to \$3,427,322.60.

SUBCLIN 3003AC

The estimated/max cost has decreased by (b) (4)
The fixed fee has decreased by (b) (4)
The total cost of this line item has decreased by \$429,202.00 from \$1,340,569.08 to \$911,367.08.

SUBCLIN 3011AA

The estimated/max cost has decreased by \$277,903.00 from \$991,028.76 to \$713,125.76.
The total cost of this line item has decreased by \$277,903.00 from \$991,028.76 to \$713,125.76.

SUBCLIN 3011AC

The estimated/max cost has decreased by \$773.00 from \$1,700,818.83 to \$1,700,045.83.
The total cost of this line item has decreased by \$773.00 from \$1,700,818.83 to \$1,700,045.83.

CLIN 3012

The estimated/max cost has increased by (b) (4)
The fixed fee has increased by (b) (4)
The total cost of this line item has increased by \$140,556.00 from \$7,430,873.75 to \$7,571,429.75.

SUBCLIN 301201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
301201	Funding for CLIN 3012 CPFF Mod 03 FOB: Destination				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: 00000000000000000000000000000000				\$140,556.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 301201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 3003AA:

AA: 21 7 2093 0000 5U-5U01 410000.00000 31ED JDJT00 MIPR7M109X7559 S12193 J7JH RL81 (CIN 00000000000000000000000000000000) was decreased by \$7,719.00 from \$1,617,150.53 to \$1,609,431.53

SUBCLIN 3003AB:

AA: 21 7 2093 0000 5U-5U01 410000.00000 31ED JDJT00 MIPR7M109X7559 S12193 J7JH RL81 (CIN 00000000000000000000000000000000) was increased by \$575,041.00 from \$2,852,281.60 to \$3,427,322.60

SUBCLIN 3003AC:

AA: 21 7 2093 0000 5U-5U01 410000.00000 31ED JDJT00 MIPR7M109X7559 S12193 J7JH RL81 (CIN 00000000000000000000000000000000) was decreased by \$429,202.00 from \$1,340,569.08 to \$911,367.08

SUBCLIN 3011AA:

AA: 21 7 2093 0000 5U-5U01 410000.00000 31ED JDJT00 MIPR7M109X7559 S12193 J7JH RL81 (CIN 00000000000000000000000000000000) was decreased by \$277,903.00 from \$991,028.76 to \$713,125.76

SUBCLIN 3011AC:

AA: 21 7 2093 0000 5U-5U01 410000.00000 31ED JDJT00 MIPR7M109X7559 S12193 J7JH RL81 (CIN
00000000000000000000000000000000) was decreased by \$773.00 from \$1,700,818.83 to \$1,700,045.83

SUBCLIN 301201:

Funding on SUBCLIN 301201 is initiated as follows:

ACRN: AA

CIN: 00000000000000000000000000000000

Acctng Data: 21 7 2093 0000 5U-5U01 410000.00000 31ED JDJT00 MIPR7M109X7559 S12193 J7JH RL81

Increase: \$140,556.00

Total: \$140,556.00

The following have been added by full text:

COR INFORMATION


Contracting Officer's Representative (COR) Contact Information:

(b) (6)

5000 Army Pentagon, Washington, DC 20310

(b) (6)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES			
			U	1	3		
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 10-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. MIPR7M109X7559		5. PROJECT NO. (If applicable)			
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE W91CRB			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DRIVE BUILDING C MAIL STOP F3 SAN DIEGO CA 92121-1578			9A. AMENDMENT OF SOLICITATION NO.				
			9B. DATED (SEE ITEM 11)				
			X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-06-D-0016-BM01			
			X	10B. DATED (SEE ITEM 13) 11-Aug-2008			
CODE 0T5L1			FACILITY CODE 0T5L1				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Mutual agreement of both parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: rperry102863 Modification obligation amount \$2,785,955.61 Purpose of this modification is to exercise options 4003AA, 4003 AB, 4003AC. 4011 AA							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID E. HACKETT / CONTRACTING OFFICER TEL: 410-278-2476 EMAIL: david.hackett1@us.army.mil				
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 10-Aug-2010			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,785,955.61 from \$15,932,722.55 to \$18,718,678.16.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 4003AA

The option status has changed from Option to Option Exercised.

SUBCLIN 4003AB

The option status has changed from Option to Option Exercised.

SUBCLIN 4003AC

The option status has changed from Option to Option Exercised.

SUBCLIN 4011AA

The option status has changed from Option to Option Exercised.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,785,955.61 from \$15,932,722.55 to \$18,718,678.16.

SUBCLIN 4003AA:

AC: 21 9 2093 0000 5U 5U04 410000.00 2512 81NSJ6 JDJT MIPROL 109J7562 NSJ681 S12193 (CIN 00000000000000) was increased by \$665,221.60 from \$0.00 to \$665,221.60

The contract ACRN AC has been added.

The CIN 00000000000000 has been added.

SUBCLIN 4003AB:

AC: 21 9 2093 0000 5U 5U04 410000.00 2512 81NSJ6 JDJT MIPROL 109J7562 NSJ681 S12193 (CIN W904X5J75620001) was increased by \$1,196,000.71 from \$0.00 to \$1,196,000.71

The contract ACRN AC has been added.

The CIN W904X5J75620001 has been added.

SUBCLIN 4003AC:

AC: 21 9 2093 0000 5U 5U04 410000.00 2512 81NSJ6 JDJT MIPROL 109J7562 NSJ681 S12193 (CIN
00000000000000000000000000000000) was increased by \$600,393.66 from \$0.00 to \$600,393.66

The contract ACRN AC has been added.

The CIN 00000000000000000000000000000000 has been added.


SUBCLIN 4011AA:

AC: 21 9 2093 0000 5U 5U04 410000.00 2512 81NSJ6 JDJT MIPROL 109J7562 NSJ681 S12193 (CIN
00000000000000000000000000000000) was increased by \$324,339.64 from \$0.00 to \$324,339.64

The contract ACRN AC has been added.

The CIN 00000000000000000000000000000000 has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			U	1	5
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 20-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. MIPR7M109X7599		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ARMY RDECOM CONTR CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91CRB	7. ADMINISTERED BY (If other than item 6) US ARMY RDECOM ACQ CTR - W91CRB 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013		CODE	W91CRB
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORPO 10260 CAMPUS POINT DRIVE BUILDING C MAIL STOP F3 SAN DIEGO CA 92121-1578			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W91QLZ-06-D-0016-BM01	
			X	10B. DATED (SEE ITEM 13) 11-Aug-2008	
CODE 0T5L1	FACILITY CODE 0T5L1				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tlynn102971 Obligation Amount: \$0.00 Consolidation of CLIN/SLINs 4003AA, 4003AB, 4003AC, 4003AD, 4011AA into CLIN 4012.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID E. HACKETT / CONTRACTING OFFICER TEL: 410-278-2476 EMAIL: david.hackett1@us.army.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 20-Aug-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 4003AA

The CLIN extended description has changed to Mod 0005 reallocated the funding from this CLIN to CLIN 4012.

In accordance with attached Statement of Objectives (SOO) dated 10 August 2009 paragraphs A.1 "Provide Program and Project Management Services," A.5 "Provide Information Assurance Services," A.6 "Provide Acquisition Management Services," and A.7 "Provide End-User Training Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part C. JEMS Program and Project Management Services Objectives, SOO part D.3. Provide Information Assurance Services, D.4 Provide Acquisition and Management Services and D.5 Provide End-User Training Services.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0101 of W91CRB-07-R-0072.FOB Destination.

The estimated/max cost has decreased by (b) (4)

The fixed fee has decreased by (b) (4)

The total cost of this line item has decreased by \$665,221.60 from \$665,221.60 to \$0.00.

SUBCLIN 4003AB

The CLIN extended description has changed to Mod 0005 reallocated the funding from this CLIN to CLIN 4012.

In accordance with SOO dated 10 August 2009 paragraph A.2 "Provide Business Application Development Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part B. JEMS Development Services Objectives.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0102 of W91CRB-07-R-0072.FOB Destination.

The estimated/max cost has decreased by (b) (4)

The fixed fee has decreased by (b) (4)

The total cost of this line item has decreased by \$1,196,000.71 from \$1,196,000.71 to \$0.00.

SUBCLIN 4003AC

The CLIN extended description has changed to Mod 0005 reallocated the funding from this CLIN to CLIN 4012.

In accordance with SOO dated 10 August 2009 paragraphs A.4 "Provide Enterprise Services" and A.3 "Provide Service Desk Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1) (Reference SOO part D.1 Provide Enterprise Services and D.2 Provide Service Desk Services.) and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0103 of W91CRB-07-R-0072.FOB Destination.

The estimated/max cost has decreased by (b) (4)

The fixed fee has decreased by (b) (4)

The total cost of this line item has decreased by \$600,393.66 from \$600,393.66 to \$0.00.

SUBCLIN 4003AD

The CLIN extended description has changed to Mod 0005 converted this subCLIN to CLIN 4013.

JEMS Transition in accordance with SOO dated 10 August 2009 paragraph A.8 "Provide Transition Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1). (Reference SOO part D.6 Provide Transition Services). This subCLIN represents CLIN 0104 of W91CRB-07-R-0072. Due to the developmental nature of this effort, insufficient details exist to accurately estimate the cost to transition the JEMS, therefore, the cost and delivery schedule of this Option CLIN shall be negotiated prior to it being exercised. FOB Destination.

SUBCLIN 4011AA

The CLIN extended description has changed to Mod 0005 reallocated the funding from this CLIN to CLIN 4012.

In accordance with attached Statement of Objectives dated 10 August 2009 and SAIC's proposal dated 23 May 2008 (Solution 1). This subCLIN represents CLIN 0105 of W91CRB-07-R-0072. FOB Destination.

The estimated/max cost has decreased by (b) (4)
The total cost of this line item has decreased by (b) (4)

CLIN 4012 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012			Lot		\$2,785,955.61
EXERCISED OPTION	JEMS - 6-month option CPFF				
	This CLIN represents a consolidation of CLIN/SLIN's 4003AA, 4003AB, 4003AC, 4003AD, 4011AA. See CLIN/SLIN 4003AA, 4003AB, 4003AC, 4003AD, 4011AA for full descriptions.				
	FOB: Destination				
				ESTIMATED COST	(b) (4)
				FIXED FEE	(b) (4)
				TOTAL EST COST + FEE	\$2,785,955.61
	ACRN AC				\$2,785,955.61
	CIN: 00000000000000000000000000000000				

CLIN 4013 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013			Lot		\$0.00

OPTION

JEMS Transition

CPFF

JEMS Transition in accordance with SOO dated 10 August 2009 paragraph A.8 "Provide Transition Services" in the "IT Services to be Provided by the JEMS Support Services Management Prime Contractor" activity diagram (RFP Section C Part D.1). (Reference SOO part D.6 Provide Transition Services). This subCLIN represents CLIN 0104 of W91CRB-07-R-0072.

Due to the developmental nature of this effort, insufficient details exist to accurately estimate the cost to transition the JEMS, therefore, the cost and delivery schedule of this Option CLIN shall be negotiated prior to it being exercised.

FOB Destination

FOB: Destination

ESTIMATED COST	\$0.00
FIXED FEE	\$0.00
TOTAL EST COST + FEE	\$0.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 4012:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 4013:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 4003AA:

AC: 21 9 2093 0000 5U 5U04 410000.00 2512 81NSJ6 JDJT MIPROL 109J7562 NSJ681 S12193 (CIN 0000000000000) was decreased by \$665,221.60 from \$665,221.60 to \$0.00

SUBCLIN 4003AB:

AC: 21 9 2093 0000 5U 5U04 410000.00 2512 81NSJ6 JDJT MIPROL 109J7562 NSJ681 S12193 (CIN W904X5J75620001) was decreased by \$1,196,000.71 from \$1,196,000.71 to \$0.00

SUBCLIN 4003AC:

AC: 21 9 2093 0000 5U 5U04 410000.00 2512 81NSJ6 JDJT MIPROL 109J7562 NSJ681 S12193 (CIN 00000000000000000000000000000000) was decreased by \$600,393.66 from \$600,393.66 to \$0.00

SUBCLIN 4011AA:

AC: 21 9 2093 0000 5U 5U04 410000.00 2512 81NSJ6 JDJT MIPROL 109J7562 NSJ681 S12193 (CIN 00000000000000000000000000000000) was decreased by \$324,339.64 from \$324,339.64 to \$0.00

CLIN 4012:

Funding on CLIN 4012 is initiated as follows:

ACRN: AC

CIN: 00000000000000000000000000000000

Acctng Data: 21 9 2093 0000 5U 5U04 410000.00 2512 81NSJ6 JDJT MIPROL 109J7562 NSJ681 S12193

Increase: \$2,785,955.61

Total: \$2,785,955.61

(End of Summary of Changes)