

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

**Contract: HTC711-10-M-D001
1 October 2009**

Oracle Siebel Software

Awarded to: Oracle USA, Inc.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W81GYE8246G601		PAGE 1 OF 12	
2. CONTRACT NO. HTC711-10-M-D001		3. AWARD/EFFECTIVE DATE 01-Oct-2009		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357 TEL: CONTACT BUYER FAX: CONTACT BUYER		CODE HTC711		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SDDC CONTRACTING CENTER - W81GYE - SCOTT LEON CUNNINGHAM W4PQ MSDDC FIELD OPERATING ACT BUILDING 1990 709 WARD DRIVE SCOTT AFB IL 62225-1604		CODE W81GYE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR ORACLE USA, INC. } (b)(6) 500 ORACLE PKWY REDWOOD CITY CA 94065-1677 TEL. 703-364-2089		CODE 39WG6		18a. PAYMENT WILL BE MADE BY DFAS-LIMESTONE - F67100 ATTN: DFAS-LI-JAQBDD 27 ARKANSAS RD LIMESTONE ME 04751-6216			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$69,838.15	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED 01-Oct-2009	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TERESA M. FRANCOEUR / CONTRACTING OFFICER TEL: 618-256-6409 EMAIL: terri.francoeur@ustranscom.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 12	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Oracle Siebel Maintenance Renewal FFP See attached Product List Period of Performance: 01-Oct-2009 to 30-Sep-2010 FOB: Destination PURCHASE REQUEST NUMBER: W81GYE9246G601 SIGNAL CODE: A	1	Lot	\$69,838.15	\$69,838.15
NET AMT					\$69,838.15
ACRN AA CIN: W81GYE9246G6010001					\$69,838.15

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Option Year 1 - Siebel Software Support FFP Option Year for software support for items in the attached Products List. Period of Performance: 1 October 2010 to 30 September 2011 FOB: Destination SIGNAL CODE: A	1	Lot	\$73,330.06	\$73,330.06
NET AMT					\$73,330.06

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2009 TO 30-SEP-2010	N/A	SDDC CONTRACTING CENTER - W81GYE W81GYE - SCOTT LEON CUNNINGHAM W4PQ MSDDC FIELD OPERATING ACT BUILDING 1990 709 WARD DRIVE SCOTT AFB IL 62225-1604 703-428-2932 FOB: Destination	
1001	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81GYE

ACCOUNTING AND APPROPRIATION DATA

AA: 97 X 4930 FD30 0 E3 35 7780 TTTADPH0000 8000 252G W81GYE9246G601 389900
 AMOUNT: \$69,838.15
 CIN W81GYE9246G6010001: \$69,838.15

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

PRODUCT LIST

PRODUCT LIST FOR ORACLE SIEBEL SOFTWARE

The attached product lists specify the products provided under this purchase order for the periods identified.

BASE PERIOD – 1 OCT 2009 THRU 30 SEP 2010

CLIN NO 0001	Siebel Software Update License & Support - Period of Performance 1 Oct 09 thru 30 Sep 10	CSI #	QTY	UNIT
01	Siebel Analytics Server Access Charge – Named User Perpetual	14777491	4	EA
02	Siebel Answers – Named User Perpetual	14777491	5	EA
03	Siebel CRM Analytics – Named User Perpetual	14777491	5	EA
04	Siebel CRM Analytics Platform Server – Up to 500 Users (w/10 CPU/server limit) – Physical Server Perpetual	14777491	1	EA
05	Siebel Service Base – Named User Perpetual	14775513	10	EA
06	Siebel Reports Server – Named User Perpetual	14775513	10	EA
07	Siebel Email Response – Named User Perpetual	14775513	10	EA
08	Siebel SmartScript – Named User Perpetual	14776789	15	EA
09	Siebel Replication Manager – Additional Licenses – Named User	14776789	15	EA
10	Siebel Office – Named User Perpetual	14776789	15	EA
11	Siebel Reports – Named User Perpetual	14776789	15	EA
12	Siebel System Software – Named User Perpetual	14776789	15	EA
13	Siebel Encyclopedia – Named User Perpetual	14776789	15	EA
14	Siebel CTI – Named User Perpetual	14776789	15	EA
15	Siebel Executive Information System –EIS- Named User Perpetual	14776789	15	EA
16	Siebel Assignment Manager – Additional Licenses – Named User Perpetual	14776789	15	EA
17	Siebel Service – Base Application – Named User Perpetual	14776789	15	EA
18	Siebel Advanced Search – Named User Perpetual	14776789	15	EA

19	Siebel Calendar – Additional Licenses – Named User Perpetual	14776789	15	EA
20	Siebel eMail Response – Named User Perpetual	14776789	15	EA
21	Siebel Tools – Named User Perpetual	14776789	2	EA
22	Siebel Workflow – Named User Perpetual	14776789	15	EA
23	Siebel eService – Additional Licenses – Concurrent User Perpetual	14775345	10	EA
24	Siebel CTI – Named User Perpetual	14777274	15	EA
25	Siebel SmartScript – Named User Perpetual	14777326	10	EA
26	Siebel Workflow – Named User Perpetual	14777326	10	EA
27	Siebel System Software – Named User Perpetual	14777326	10	EA
28	Siebel Tools – Named User Perpetual	14777326	2	EA
29	Siebel Contracts – Named User Perpetual	14777326	10	EA
30	Siebel Assignment Manager – Additional Licenses – Named User Perpetual	14777326	10	EA
31	Siebel Service Enterprise – Base Application – Per User Perpetual	14777326	10	EA
32	Siebel Advanced Search – Named User Perpetual	14777326	10	EA
33	Siebel Calendar – Additional Licenses – Named User Perpetual	14777326	10	EA
34	Siebel CTI – Named User Perpetual	14777326	10	EA
35	Siebel Service Assistant – Named User Perpetual	14777326	10	EA
36	Siebel Office – Named User Perpetual	14777326	10	EA
37	Siebel eService – LSI Concurrent User – Concurrent User Perpetual	14777326	10	EA
38	Siebel Encyclopedia – Named User Perpetual	14777326	10	EA
39	Siebel eMail Response – Named User Perpetual	14777326	10	EA
40	Siebel eService – Concurrent User Perpetual	14777326	1	EA
41	Siebel Executive Information System –ESI- Named User Perpetual	14777326	10	EA
42	Siebel Reports – Named User Perpetual	14777326	10	EA

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OPTION PERIOD ONE – 1 OCT 2010 THRU 30 SEP 2011

CLIN NO 1001	Siebel Software Update License & Support - Period of Performance 1 Oct 10 thru 30 Sep 11	CSI #	QTY	UNIT
01	Siebel Analytics Server Access Charge – Named User Perpetual	14777491	4	EA
02	Siebel Answers – Named User Perpetual	14777491	5	EA
03	Siebel CRM Analytics – Named User Perpetual	14777491	5	EA
04	Siebel CRM Analytics Platform Server – Up to 500 Users (w/10 CPU/server limit) – Physical Server Perpetual	14777491	1	EA
05	Siebel Service Base – Named User Perpetual	14775513	10	EA
06	Siebel Reports Server – Named User Perpetual	14775513	10	EA
07	Siebel Email Response – Named User Perpetual	14775513	10	EA
08	Siebel SmartScript – Named User Perpetual	14776789	15	EA
09	Siebel Replication Manager – Additional Licenses – Named User	14776789	15	EA
10	Siebel Office – Named User Perpetual	14776789	15	EA
11	Siebel Reports – Named User Perpetual	14776789	15	EA
12	Siebel System Software – Named User Perpetual	14776789	15	EA
13	Siebel Encyclopedia – Named User Perpetual	14776789	15	EA
14	Siebel CTI – Named User Perpetual	14776789	15	EA
15	Siebel Executive Information System –EIS- Named User Perpetual	14776789	15	EA
16	Siebel Assignment Manager – Additional Licenses – Named User Perpetual	14776789	15	EA
17	Siebel Service – Base Application – Named User Perpetual	14776789	15	EA
18	Siebel Advanced Search – Named User Perpetual	14776789	15	EA
19	Siebel Calendar – Additional Licenses – Named User Perpetual	14776789	15	EA

20	Siebel eMail Response – Named User Perpetual	14776789	15	EA
21	Siebel Tools – Named User Perpetual	14776789	2	EA
22	Siebel Workflow – Named User Perpetual	14776789	15	EA
23	Siebel eService – Additional Licenses – Concurrent User Perpetual	14775345	10	EA
24	Siebel CTI – Named User Perpetual	14777274	15	EA
25	Siebel SmartScript – Named User Perpetual	14777326	10	EA
26	Siebel Workflow – Named User Perpetual	14777326	10	EA
27	Siebel System Software – Named User Perpetual	14777326	10	EA
28	Siebel Tools – Named User Perpetual	14777326	2	EA
29	Siebel Contracts – Named User Perpetual	14777326	10	EA
30	Siebel Assignment Manager – Additional Licenses – Named User Perpetual	14777326	10	EA
31	Siebel Service Enterprise – Base Application – Per User Perpetual	14777326	10	EA
32	Siebel Advanced Search – Named User Perpetual	14777326	10	EA
33	Siebel Calendar – Additional Licenses – Named User Perpetual	14777326	10	EA
34	Siebel CTI – Named User Perpetual	14777326	10	EA
35	Siebel Service Assistant – Named User Perpetual	14777326	10	EA
36	Siebel Office – Named User Perpetual	14777326	10	EA
37	Siebel eService – LSI Concurrent User – Concurrent User Perpetual	14777326	10	EA
38	Siebel Encyclopedia – Named User Perpetual	14777326	10	EA
39	Siebel eMail Response – Named User Perpetual	14777326	10	EA
40	Siebel eService – Concurrent User Perpetual	14777326	1	EA
41	Siebel Executive Information System –ESI- Named User Perpetual	14777326	10	EA
42	Siebel Reports – Named User Perpetual	14777326	10	EA